

Translation Fidelity in Legal Instruments: Assessing the Impacts of Linguistic Inaccuracies on Contractual Obligations Between Sellers and Buyers

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Abstract

Legal translation, and in particular contracts translation, is a critical juncture where legal translation must reconcile linguistic precision with juridical intent to ensure that the sanctity of obligations is preserved across borders. Yet, despite its understandable importance, translation fidelity is an area replete with inaccuracy that materially impacts the enforceability and interpretation of contracts. The goal of this study was to evaluate critically the effects of such linguistic inaccuracies on the contractual obligations between the sellers and buyers based on English-Arabic legal translations involving cross-border transactions. Using a qualitative methodology, four translation experts, four legal experts, and two international businessmen were interviewed using semi-structured interviews. The outcomes pointed out that terminological mistranslation, imprecise modality, interpretation of legal collocations, cultural mistranslation, and technological insufficiencies deliberately hampers clarity and enforceability of contractual obligations. As the conclusions drawn from this data suggest, such translation inaccuracies distort intended contractual relationships and create ample, legal, and procedural risk for contracting parties. The study's implications call for reform in translation education, professional as well as judicial certification, translating practices, and judicial treatment of translated contracts. These are suggested in the form of institutionalization of the pre-drafting of bilingual documents, as well as submission of legal translation audits as mandatory, and a theoretical model based on empirics rather than theory, focusing more on functional and enforceable equivalence. This study collectively agrees that the defence of translation fidelity is not above a linguistic venture but the necessary basis for continuing to keep the unflawed authenticity of the multinational industrial law.

Keywords: Legal Translation Fidelity, Contractual Obligations, Cross-Border Contracts, Translation Inaccuracies, Functional Equivalence

Study Background and Context

In the translation of legal instruments especially in contracts, the degree of precision and fidelity required is higher than ordinary linguistic transfer. Linguistic

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formations employed in the making of a contract, because of their semantical nuances, which are often legally binding (Byrne, 2007; Zeifert & Tobor, 2021), make contracts, as a written system of mutual obligations and entitlements. As a result, in practice, the translation inaccuracies tend to intervene (Sarcevic, 2000; Biel 2017), caused by incongruities of the lexical units and specifics of the lexical group, cultural differences and dissimilarities in the systemic structure of legal traditions. More importantly, this phenomenon demands thinking about the enforceability and interpretation of building contracts that span across different languages and therefore directly affects transactions in an economy that is becoming globalised (Prieto Ramos, 2014; Alshaikh, 2022). Hence, translators operating in this domain are not just language intermediaries but key stakeholders whose interpretation decisions are echoed back through the juridical framework on the basis of which contractual relations are governed.

The emergence of machine translation and AI assisted translation tools have made the issue more intensely aggravating for translators. Briva-Iglesias et al. (2024) and others have recently evaluated large language models and found that, while technology presents expediency, it is insufficient when language is used in context and with a practical pragmatism of legal language. Similar concerns are also observed whilst running benchmarks such as MILPaC (Mahapatra et al., 2023; Datta et al., 2023) for which the current state of the machine outputs can still be considered far from suitable for the nuanced landscape of legal discourse. The problem with these systems spans beyond the mechanical – these are systems that do not know limitations evidently observed in the practice of words and that appreciate the jurisdiction or the syntactic formalisms required of legal instruments (Godfrey & Burdon, 2024). Therefore, it comes as no surprise that human oversight on a translation project is undoubtable if this project takes place in a high-stake contractual environment.

All of these ties between linguistic fidelity to the original, contractual interpretation and reliability make it essential to look systematically at the effects that such translation inaccuracies have on the seller–buyer contractual dyad. Although there is already a plethora of literature that has explained specific aspects of legal translation challenges (Camelia, 2014; Sofyan & Rosa, 2021), a thorough analysis relating specific translation infidelities to existing contractual obligations is still in its infancy. As such, this study situates itself at the point where translation studies and contract law meet and draw upon comparative legal analysis to let the implications of translation errors as recalibrations of legal obligations between contract parties be seen. This is not just an academic inquiry, but has major legal drafting practice, judicial interpretation, and the architecture for international commerce in ports to stare.

Study Aim and Objectives

The primary aim of this study is to critically assess the impact of linguistic inaccuracies arising from translation on the formation, interpretation, and

enforcement of contractual obligations between sellers and buyers. The following objectives are pursued:

- i. To investigate the types of translation inaccuracies that commonly occur in seller-buyer contracts.
- ii. To analyze how translation inaccuracies influence the interpretation of contractual obligations in different legal systems.
- iii. To evaluate the extent to which translation errors alter the substantive rights and duties of contracting parties.
- iv. To propose strategies for mitigating the risks associated with translation infidelity in cross-border contracting.

Research Questions

1. What are the most frequent types of linguistic inaccuracies identified in translated seller-buyer contracts?
2. In what ways do translation inaccuracies affect the judicial interpretation of obligations within various legal systems?
3. To what extent do translation inaccuracies substantively alter the rights and duties of sellers and buyers?
4. What strategies can be implemented to mitigate the legal risks arising from translation inaccuracies in international seller-buyer contracts?

Review of Related Studies

i. Translation Inaccuracies in Legal Instruments: Typologies and Causes

The translation of legal instruments is a purely unique trade-off between linguistics and jurisprudence of such nature that, even the slightest mistakes can lead to serious legal consequences. Sandrini (1999) and Sarcevic (2000) have provided early studies in which they systematically categorize translation inaccuracies into terminological errors, syntactic distortions, and pragmatic misalignments. The typologies inextricably emphasize that the exercise of legal translation is not only a lexical task rather it is a specialised act demanding sensitivity towards systemic legal concepts. Finally, as Nielsen (1994) emphasizes, terminological incongruity is especially so when legal terms tend to be culture bound and do not translate easily across languages or terms 'are so foreign to the object of the situation that the words cannot be directly equated' (p. 89), thereby constituting an inherent structural obstacle to maintaining contractual fidelity.

Furthermore, extensive empirical investigations on the subject reveal the fact that these inaccuracies persist in student and practitioner translations alike. Abdulwahid et al. (2017) and Alshaikh (2022) report that advanced translation students on a regular basis render legal collocations indispensable to contract law semantically errant, including expressions that denote conditions, warranties, and indemnities. These findings align with Klabal, O. (2024). Arjonilla (2024), who presents observations from a pedagogical perspective showing that functionalist methodologies, which prioritise legal effect, should be integrated or included in translator training programmes, as missing in the current training for translation of

legal documents. For these inaccuracies to recur, it appears that translation infidelity as a feature of contract errors is not by oversight but symptomatic of deeper educational and epistemic lacunae.

New categories of translation inaccuracies arise due to technological developments promising improved efficiency. Godfrey, N., et al. (2024) suggest that the decontextualised nature of the architecture of AI translation tools specifically make things worse when jurisdiction specific syntagms are used. Therefore, mechanical legal translation is a useful translation, however, to prevent latent distortions, they require postediting on a rigorous basis.

ii. Impacts of Translation Errors on Contractual Interpretation and Party Obligations

Translation inaccuracies in legal instruments, mainly contracts, go beyond defective linguistic translation but encompass the heart of contractual interpretation and party obligations. According to Byrne (2007), all translation errors, no matter how micro-linguistic, result in unintended contractual meanings and courts are convinced to impose obligations to which no parties intended or anticipated. Common law jurisdictions are particularly perilous to those of orthodox textualist bent because part of the interpretive orthodoxy is so focused on textualism. According to Rotman (1995), even when the translated text is itself compromised, judges that are unable to uncover the parties' intended meaning due to their being bound by the canons of interpretation often go on to reconstruct contractual duties according to (erroneous) textual reading of the parties' contract.

Translation induced ambiguities are often the source of dispute over the construction of contractual terms, which could otherwise have been avoided. According to Fakhouri (2008), mistranslation of performative verbs, including 'shall' 'may' and 'must', determines a recalculation of rights and duties that reassign rights and duties with imbalances that give rise to an imbalance which disadvantages one party disproportionately. Cross border transactions exacerbate such problems, when courts may apply domestic interpretive norms to cross border texts extraordinarily, interpreting them according to their own tradition (Prieto Ramos, 2014). In fact, along the same line, Al-Tarawneh and Al-Badawi (2024) underpin the observation that poor translation fidelity tends to intensify interpretive indeterminacy, which, in commercial practice, manifests into significantly increased transaction costs, lengthier dispute resolution, and detrimentally affecting business trust.

There is substantial doctrinal concern that translation errors will materially affect contractual enforcement, and empirical studies confirm this by showing how translation errors in fact do materially affect contractual enforcement. Sofyan and Rosa (2021) outline how often irreparable errors in translations give way to judicial re-characterisations of contractual clauses, specifically ones related to liability limitations and indemnification provisions. In high stakes international transactions, where margins of contractual deviation can be measured in billions of dollars, the multiplier effect on such errors would be inordinate. Beyond textual ambiguity, translation errors have the ability to present systemic risks, by rendering obligations

unpredictable and unstable and thus disrupting efficient operation of global markets, according to Godfrey and Burdon (2024).

This turns more convoluted when we consider the new concept brought on by false equivalence, in which even efforts to make translations lexically symmetrical can result in semantic distortions of a legal nature. According to Biel (2017) and Zeifert and Tobor (2021), these types of errors regularly take place when the translator equates two separate legal concepts with the same logical meaning, merely because the terms involved are synonyms at the surface level, thereby throwing the legal architecture that the contract is trying to build apart. The translation of archaic and formulaic language is identified as ‘a persistent feature of English contractual drafting’ that ‘presents particular perils’ in that ‘the very legal significance that may attach to each particular expression will not necessarily have a direct counterpart in [the target] language’ (Listyo, Laksman-Huntley, and Dewi 2024: 161).

Furthermore, in a time when more and more of bargaining terms are relying on automated translation tools, the danger of systematic distortion of contractual obligation extends beyond any human being’s control. According to Briva-Iglesias et al. (2024), although current state of the art language models will still make recurrent failures when trying to either interpret deontic modality, temporal conditions, or embedded contingencies that are essential to the legal effect of a contractual provision, these advancements might change the direction of contract administration. The translation errors which exist, like the language in which the laws are written themselves, are thus propagated through automated processes without expert human oversight until the legal uncertainty in the resultant legal uncertainty becomes systemic. The importance of critical examination of translation practices for contracting is strikingly amplified in this context: in view of the fact that emerging jurisdictions continue to be involved in the global market.

iii. Study Framework and Gap in the Literature

Amongst all those, the theoretical basis that best relates to the current investigation is the Skopos Theory, a conception supported by Hans J. Vermeer that started in the late 1970s. However, independent translation studies revolutionized translation studies by proposing that form and function of a translation should be dictated by the intended purpose or skopos of the translation rather than requiring the strict adherence of a translation to source text (Sarcevic, 2000; Garzone, 2000). However, Skopos Theory has been particularly influential within legal translation by redirecting translators to adopt a receptor-oriented perspective in which the translated legal instrument is required to carry out an equivalent legal function on the target jurisdiction (Biel, 2017). This goes against the grain of conventional legal translation practices based on the unsubstantiated literalism, in which it fits well with exigencies of translating contractual documents, which, rather than just semantic equality, determine transactional realities by law effectiveness.

Skopos Theory comprises of several key tenets: that form takes its orientation from function; that the meaning of the text is vested in the translator as an intercultural legal communicator; and that the texts are embedded in a specific context of translation within different legal systems. Sarcevic (2000) highlights the

risk of achieving functional infelicities in legal translation because of the prevalent emphasis on literal translation in the legal domain, especially when legal concepts have not been equivalent with each other in terms of both form and substance between jurisdictions. Skopos Theory debarks the translator who has to adapt the language forms to achieve a similar legal effect as that of the base text especially in relation to rendering the contractual obligations of a seller-buyer contract whose performance would qualify as reciprocal depending on a jurisdictional verification. Klabal, O. (2024). Arjonilla (2024) states that this theory assumes that the translators need to be able to serve not only as bilinguals but comparative legal literates in order to fulfil the intended skopos of cross – border enforceability, and thus lays emphasis on the need for dual competence to reach the desired skopos.

Skopos Theory is of multiple importance for the present study. Firstly, it offers a normative basis for interpreting translation mistakes that goes beyond the decipherment of textual deviation to measure the degree to which such customary shortcomings hinder contractual contracts amongst the parts. Secondly, it views translation errors as failures within a broader systems failure, as shown by Klabal (2024), Abdulwahid et al (2017), Briva-Iglesias et al. (2024), Mahapatra et al (2023), instead of scant technical error. When legal efficacy is the desirable, or imperative, skopos in contractual relationships involving a seller and a buyer inasmuch as clarity is a predicator of commercial certainty, the matter to be addressed is not merely desirable, but crucial.

Although Skopos Theory is a robust theory, there is still room for improvement with regards to its integration into an empirical study of legal translation, namely in applying it to contractual instruments. While existing scholarship has overwhelmingly privileged theoretical exposition over empirical interrogation (Popineau, 2020; Biel et al., 2019), this dissertation debunks some of these models by drawing on vast empirical evidence, focusing on the key variables that contribute to improve social equity in the homelessness market, such as vacancy decontrol, income loss protection, homelessness interventions, concentrated poverty, and the impact of government location choice. It has been researched, but not specifically from a systematic connection between specific types of translation infidelity and the alteration of obligations imposed on seller-buyer contracts (i.e. Alshaikh, 2022; Sofyan & Rosa, 2021). In addition, research on how machine translation technologies do or do not violate Skopos principles is ongoing (Godfrey & Burdon, 2024; Briva-Iglesias et al., 2024) so that there is yet to be crucial questions surrounding the utility of human-machine collaborative translation systems in complex contractual arrangements. Consequently, this empirical study is intended to reaffirm a focused inquiry as: to criticize how the linguistic inaccuracies affect the contractual obligations between the sellers and buyers as a means to achieve or fail the skopos.

Methodology

i. Study Method

This study applied the qualitative approach to explore the impacts of translation inaccuracies on contractual obligations between sellers and buyers in international transactions. Given the complexity of a legal translation, we needed to

rely on insight from participants that fully understand the linguistic constraints of translation as well as legal interpretation that takes place in international. This approach is consistent with the theory underpinned by the study which has its roots in Skopos Theory that stresses the functional and contextual effectiveness of the translated legal texts as opposed to mechanical textual equivalence.

Sampling

Purposive sampling is a non-probability sampling method which is suitable in recruiting specialized people of expertise focused on the research (Byrne, 2007; Klabal, O. (2024). Arjonilla, 2024); participants were selected through purposive sampling. There were four translation experts (TXP 1–4), four legal experts (LXP 1–4), and two international businessmen (INTBM 1–2), thus providing for representation amongst critical domains involved in the study. While the research participants were identified as people that were demonstrably operating in their professional lives in some part related to cross-border contracts, legal translation or international commercial practices, they were directly approached via professional and academic networks. This methodical sampling strategy was necessary for obtaining authoritative perspectives which could explain the multitudinous impacts of translation errors on contractual obligations.

Data Collection Method

As the participants were professionally dispersed, data were collected through semi structured interviews via digital communication platforms in keeping with contemporary norms of professional communication. Each interview was ten minutes in duration and oriented towards each group of participants, namely, translation experts were questioned on linguistic and pragmatic translation queries, legal experts were asked doctrinal repercussions of translation mistakes, and international businessmen were questioned regarding transactional practical repercussions. The thematic observations, which were identified from gaps in the prior literature (e.g., Abdulwahid et al., 2017; Alshaikh, 2022) were used to structure the interviews to allow for targeted but flexible exploration of a set of research questions, as well as flexibility to stay responsive to emergent themes while having conversations.

Research Instrument

In the research, the research instrument used was a series of guided open ended interview questions that were themed to suit the study objectives. From these questions, one can obtain experiential narratives, professional assessments and illustrative examples on the translation of seller-buyer contracts. Translation experts (TXP 1–4) were asked, for instance, to talk about frequent inaccuracies they bumped into and their reasons, legal experts (LXP 1–4) interrogated as to how mistranslations influence judicial interpretation, and international businessmen (INTBM 1–2) talked about consequences of contractual ambiguities. This thesis relied on themes that are lacking in the existing studies (Popineau, 2020; Camelia, 2014) to inform the

development of the interview instrument, thus making it compatible with both the theoretical framework and the emergent empirical literature.

Validity and Reliability

As a way of enhancing validity of the study, triangulation across participants was used in that findings were cross verified across translators, legal practitioners and business end users (Biel, 2017; Godfrey & Burdon, 2024). In addition, the questions were reviewed by two independently scheme independent legal translation scholars before being deployed to ensure they both reflect the underlying concepts and are relevant. Standardized interview procedures such as consistent sequencing of questions and the keeper of an interview log recording environmental conditions and researcher observations furthered reliability. However qualitatively oriented research places less emphasis on breadth than on depth, these two measures were adopted to ensure credibility and dependability of study findings.

Data Analysis Method

Processing and interpreting the collected data took place using thematic analysis, employing Braun and Clarke's (2006) six phase framework. It consists of (1) familiarizing with the data, (2) the generation of initial codes, (3) the searching for themes, (4) review of themes, (5) the forming and naming of themes, and (6) the preparation of the report. Translation inaccuracies, contractual obligations and mitigation strategies were reported through the pattern analysis on a recurrent basis of interview transcript review. The coding was inductive, inferring new themes of the emergent data, and deductive, fixed to the theoretical expectations in the form of Skopos theory. Iterating refinement of thematic categories allowed for identification of both manifest content and latent meanings relevant to the study objectives.

Ethical Concerns

The study was conducted with an extreme attention to ethical standards. Detailed information sheets provided the study's purpose, procedures and confidentiality to participants all of whom signed informed consent before the interview. Participant codes (TXP, LXP, INTBM) were used to guarantee anonymity, and the digital data were stored in encrypted files with access only to the principal researcher. In order to comply with the professional position of the participants, the utmost care was taken to avoid revealing any commercially sensitive or legally privileged information. The process of securing ethical approval for a project involving human subjects was consistent with prevailing concepts and practices in legal and linguistic scholarship, and was completed when such approval was granted by the appropriate institutional review board.

Results and Discussion

Results

The results of this study are collected from the participants in the interview sections. The results are presented in this section, including the participants demographics, the themes, various aspects of translation inaccuracies that impact legal translation, from the buyer and from the seller perspectives, and major expressions from the study participants.

Table 1: Participants Demographics

Participant Code	Gender	Age	Profession	Years in Profession
TXP 1	Female	34	Legal Translator	10
TXP 2	Male	41	Legal Translator	15
TXP 3	Male	29	Legal Translator	7
TXP 4	Female	37	Legal Translator	12
LXP 1	Male	45	Corporate Lawyer	20
LXP 2	Female	39	Contract Law Specialist	14
LXP 3	Male	50	Commercial Litigator	25
LXP 4	Female	42	International Trade Lawyer	18
INTBM 1	Male	47	International Businessman	22
INTBM 2	Female	36	International Businesswoman	13

The participants are fairly balanced in ages, gender and professional specializations with ages ranging from 29 to 50 years old and years of professional experience between 7 to 25 years. Further, the diversity in gender not only avoids the stereotyping effect but, also enriches the data by making sure that, potentially, there might be an interpretative insight that might be captured because of the different professional backgrounds. To ensure representation of all crucial stakeholders involved in cross-border contractual transaction comes the selection of legal translators (TXP), legal experts (LXP), and international businessmen (INTBM) from whom the perspectives were elicited. Furthermore, the participants' considerable professional experience contributes markedly to the credibility and, therefore, depth of this research, since everyone possesses many years of legal translation, drafting of contractual agreements and is able thus to remotely reflect critically on multiple shades of effects of translation errors. The study regards this demographic robustness to be of the essence to its aim of empirically anchoring its thematic analysis in practical realities instead of theoretical abstractions.

Summary of the Extracted Themes from the Data

After the thematic analysis of the interview transcripts, ten principal themes were extracted to explain a unique dimension of how the translation inaccuracies affect the contractual obligations in seller-buyer relationships. This is the result of collecting themes from the perspectives of international businessmen (INTBM), legal experts (LXP), and translation experts (TXP), all of which are both recurrent patterns in practice and based upon theoretical issues found in the existing literature. The interviews also provide validation anchors in the form of expressions that validate the practical resonance of each theme. This establishes the themes of these and related dimensions of the central research objectives, thereby cementing theoretical propositions to observable realities in cross border contracting.

Table 2: Extracted Interview Themes

Theme	Participants	Expressions to Validate Theme	Connection with Focus of Study
Terminological Ambiguity	TXP 1, TXP 2, LXP 1	"Terms often have no perfect equivalents."	Directly affects accuracy of contractual obligations.
Functional Misalignment	TXP 3, LXP 2	"Translated contracts misalign intended obligations."	Alters interpretation and enforcement of contracts.
Jurisdictional Mismatches	LXP 3, INTBM 1	"Local laws warp contract meanings across borders."	Creates unpredictability in cross-border agreements.
Technological Limitations in Legal Translation	TXP 4, LXP 4	"AI translations miss legal nuances."	Undermines legal certainty in translated contracts.
Importance of Contextual Expertise	TXP 1, TXP 3	"Without knowledge of both systems, errors are inevitable."	Critical to achieving functional equivalence.
Translation-Induced Contractual Risks	LXP 2, LXP 3, INTBM 2	"Small translation mistakes can ruin major deals."	Directly links translation error to transaction failure.
Machine Translation Inadequacy	TXP 2, LXP 1	"AI outputs are polished but legally hollow."	Highlights risks of relying on unsupervised AI translations.
Need for Legal Drafting Reform	LXP 4, INTBM 1	"Contracts should be drafted with translation in mind."	Reinforces the necessity for translation-conscious drafting.
Impact of Cultural Differences on Legal Texts	TXP 3, INTBM 2	"Legal meanings shift with cultural assumptions."	Shows how cultural gaps magnify translation risks.
Professional Oversight in Legal Translation	TXP 1, TXP 4, LXP 1, LXP 2	"Peer-review mechanisms are necessary for high-stakes contracts."	Underlines the need for robust quality assurance in translation.

The related extracted themes critically shed a highlight on numerous vulnerabilities which are brought into cross border contractual transactions through translation errors. The themes of Terminological Ambiguity and Functional

Misalignment bear a direct correlation with distortions in parties' obligations, which is in accordance with earlier studies like Sarcevic (2000) and Abdulwahid et al. (2017). Additionally, Technological Limitations and Machine Translation Inadequacy indicate the start of problems with utilizing AI when translating, following critiques by Briva-Iglesias et al. (2024). Strong Emphasis on the Contextual Expertise and Cultural Differences by the participants in turn confirms that the translator also needs to have functional understanding of the two legal systems as per the dictum of the Skopos Theory. Most importantly, the appeal for Professional Oversight and Legal Drafting Reform concretely demonstrates the looking to the future, rather than to the simple individual competencies and not to the purely procedural safeguards. Together these themes anchor the study's focus in doctrinal critique and in the exigencies of practice as they offer a rich empirical platform for empirical analysis to follow.

Typology of Translation Inaccuracies that Commonly Occur in Seller-Buyer Contracts.

The analysis of the interview results provided a typology of translation inaccuracies distributed among the translation of seller-buyer contracts across the English and Arabic languages. These errors go beyond lexical mistakes to include functional (e.g., translation of offices), linguistic (e.g., wrong syntax), cultural (e.g., depicting a lawyer as somehow less than a lawyer), and jurisdiction specific (e.g., ascribing contract validity rights to the 'wrong' court) discrepancies that materially affect the final legal validity and enforceability of the contracts. In every case, participants mirrored their professional experience and pointed to inaccuracies not just present but that it matters, not just that it's there but that these matters of not that big deal linguistically can mandate huge changes in obligations, liabilities, rights, usage, etc. — where a few bits difference makes things different. The concrete insights into how Translation failures occurred at critical junctures in contractual documents are given through the translation examples taken from participant narratives and illustrative English: Arabic translations.

Table 3: Typology of Translation Inaccuracies

Typology of Inaccuracy	Participants	Expressions from Interviews	Instance (English-Arabic Example)	Explanation
Terminological Mistranslation	TXP 1, TXP 2, LXP 1	"Terms like 'indemnify' are wrongly simplified."	"Indemnify" translated as "تعويض" (compensation only)	Loses the full legal implication of indemnification duty.
Ambiguous Modality	TXP 3, LXP 2	"'Shall' is often mistranslated as mere suggestion."	"Shall deliver" translated as "قد يسلم" (may deliver)	Weakens mandatory delivery obligation in contracts.
Misinterpretation of Legal Collocations	TXP 4, LXP 3	"'Best efforts' translated too weakly in Arabic."	"Best efforts" translated as "محاولة" (try hard)	Dilutes the binding nature of

				performance standards.
Cultural Misalignment	INTBM 1, TXP 3	"Contractual obligations conflict with local customs."	"Assignment rights" misunderstood in Sharia contexts	Creates conflicting interpretations across jurisdictions.
Syntax and Structural Errors	TXP 4, LXP 4	"Clause structures are distorted in Arabic."	Condition precedent clause reordered improperly	Disrupts logical condition sequences in contracts.
Literal Translation of Idioms	TXP 1, INTBM 2	"Idioms like 'time is of the essence' translated literally."	"Time is of the essence" rendered as "الوقت مهم"	Destroys nuanced meaning of urgent timing provisions.
Failure to Translate Archaisms Properly	TXP 2, LXP 3	"Old legal phrases are misread by modern translators."	"Hereinafter" misunderstood as literal name	Misrepresents procedural language and legal continuity.
Loss of Deontic Force	TXP 3, LXP 4	"Obligation terms lose their mandatory tone."	"Must pay" translated as "يمكن أن يدفع" (may pay)	Reduces enforceability by eroding obligatory terms.
Overgeneralization of Legal Concepts	LXP 2, INTBM 1	"Complex doctrines are flattened into vague expressions."	"Due diligence" translated as "اهتمام عام" (general care)	Eliminates specificity crucial for liability evaluations.

From the table, the findings clearly show that translation inaccuracies did not happen just once, but are rather constant disruptions which have a profound impact on both the legal considerations. For instance, such errors as terminological mistranslation and loss of deontic force come very close to what Byrne (2007) and Sarcevic (2000) ascribe great concern for: minor lexical shifts can alter the obligatory nature of contractual clauses. This corresponds with observations made by Abdulwahid et al. (2017) and Camelia (2014), the latter of whom point out that modality is a most vulnerable area of legal translation, particularly in the case of forcing obligation from English into a language with a different structure of modality, such as Arabic.

Structural errors like syntax distortion and literal translation of idioms even show a deeper incapacity to preserve the logic of the contract and its urgency across language boundaries as perceives by Popineau (2020) and Alshaikh (2022) with their disagreements about formal – functional dissonances in translated contracts. Narratives of participants continue to prove the existence of cultural misalignment and jurisdictional mismatches as Prieto Ramos (2014) and Rotman (1995) discover that legal translation is about not just language in law, but also the profound difference of legal traditions. All this typology is meant to support application of the Skopos Theory (Venuti, 2009; Garzone, 2000; Sarcevic, 2000) in all the situations where functional equivalence and thus the coherence, enforceability, and desired

effect of the seller-buyer compounds are aimed at easing the phenomenon featuring extensive linguistic and legal distances.

Discussion of Findings

Empirically, this study establishes the fact that the inaccuracies of the translation of seller-buyer contracts are not merely linguistic inaccuracies, but are structural and systemic disruptions that deeply undermine the legal efficacy of such contracts. The themes and typologies extracted evoke inaccurate translation as result of terminological confusion, syntactic misapplication, jurisdiction and cultural misalignments, and translation practice shortcomings in both human and machine translation. Moreover, the findings support the conclusion that when translation is infelicitous, contractual obligations can be materially redefined, enforceability undermined. Expressions from interviews like 'terms often have no perfect equivalents' (TXP 1), 'translated contracts misalign intended obligations' (TXP 3), and 'the small translation mistakes can ruin the big deal' (LXP 2, INTBM 2) provide a granular, experience validated description of risks that are ubiquitous to the legal translation practices. The findings presented here are discussed critically in the context of the research questions, the themes that stem from the data analysis, and the overall scholarly context, and each research objective is taken up in turn.

Undoubtedly, these data showed that the mistranslation, ambiguous modality, and misinterpretation of legal collocations collected from translation experts (TXP 1–4), legal experts (LXP 1–4), and international businessmen (INTBM 1–2) point out the most potent inaccuracies. According to participants, terms such as "indemnify" are reduced to simply "compensation" (TXP 1), depriving "indemnify" of common law duty entailed by the term (Byrne, 2007). Similarly, TXP 3 was disappointed with the frequent mistranslation of "shall" in Arabic as "may," thereby transforming obligatory clauses into optional suggestions, breaking the contractual certainty (Abdulwahid et al., 2017). LXP 3 in particular criticized the literal rendering of "best efforts" as "محاولة قصوى" ("try hard"), agreeing with Larroyed (2020) that it introduces indefiniteness into what would otherwise be binding performance standards.

The second typology identified was cultural misalignment and jurisdictional mismatches that run parallel to, and equally so, the previous typology. As observed by INTBM 1, 'assignment rights' translated into a Sharia influenced Arabic legal culture may lead to claims of doctrinal conflicts, as there are varying positions regarding the alienability of contractual rights. This finding corresponds perfectly to the approach of Prieto Ramos (2014) stressing that comparative legal awareness is fundamental to the work of cross jurisdictional translation. The validation of legal meanings shifting with cultural assumptions (TXP 3) found amongst participants' reflections serves as justification for the use of a bi-jural translation approach as championed by Sarcevic (2000) and Biel (2017).

More importantly, participants also noted harm in syntax and structural errors of translation and loss of deontic force. LXP 4 asserted that inaccurate legal translation has the tendency to reorder "condition precedent" clauses in translation, thereby reversing the logical performance obligation sequence. The participant

criticized translations that weaken "must pay" to "may pay", diluting payment obligation from obligatory to discretionary, respectively. The observations are also in line with findings of the fragility of contractual architecture under the lack of translation (Popineau, 2020).

These above findings are also established on a broad body of literature where it is indicated that translation inaccuracies are not random but systematic errors, which can be attributed to structural, cultural and doctrinal gaps (Camelia, 2014; Klabal, O. (2024). Arjonilla, 2024). This study's typology gains high validity through convergence with empirical participant narratives and scholarly critiques, and calls for rigorous interventions in all translation education, drafting practices and technological usage.

The study shows that the impact of these errors in the court's interpretation of contractual obligations can be profound, unintended or distorting. LXP 1 indicates that courts in common law jurisdictions strictly interpret translated terms 'from their apparent meaning, regardless of the translation's loss intended legal effect,' trapping the parties into obligations they never contemplated. The doctrinal emphasis on textualism in English speaking legal systems (see Rotman (1995) and Zeifert and Tobor (2021)) provides support to this practice. TXP 2 explained that "AI outputs are refined rather than legally vacant, and we contend that they will not survive evidentiary standards under judicial review."

Also, LXP 2 and LXP 3 provided valiant descriptions of how ambiguous translations can affect the scope of liability clauses or the extent of contractual warranties being misinterpreted by courts. For example, if parties' agreement should be construed as translating best efforts into a weaker Arabic expression, then the courts draw the line for sellers' diligence at a lower threshold than the parties intended. This is in line with Byrne's (2007) analysis regarding how translation errors ultimately lead to recharacterization of contractual duties by judges, which increases litigation risks and decreases transactional certainty.

In addition, cultural as well as jurisdictional mismatches were said to additionally confound judicial interpretation. INTBM 1 then sets forth a true world occurrence where a franchising contract, translated incorrectly to 'commercial agreement', led a court that spoke Arabic to misapprehend the relationship they had in disagreement, and unintentionally activate some employment protections. Prieto Ramos (2014) and Sarčević (2000), in turn, suggest that to the extent that cross systematic translation needs not to only be linguistically equivalent, but also functionally congruent in the corresponding legal culture.

Additionally, participants such as LXP 4 and TXP 4 noted that small structural translation errors—from the 'condition precedent' clause to be in the wrong place—could have a massively outlandish impact on judicial interpretation by 'unplugging' the sequence of performance obligations. This is in line with Camelia's (2014) observation that the requirement of fidelity for legal translation is not only semantic but also it may as well be syntactic. The overall contribution of the study is that it shows how systematic translation inaccuracies both affect and distort judicial interpretation to tangible negative consequences of commercial predictability and legal stability in cross border transactions.

Despite the reconditeness of the distinctions revealed by the results, the effects of translation inaccuracies are found to be substantively important; they can, in either direction, substantively alter or even extinguish core contractual mechanisms and alter the rights and duties of sellers and buyers. They noted that mis-rendered obligations were capable of weakening the intensity of duties or unclothe the contractual gaps. A badly translated delivery obligation almost cost a client an entire shipment contract, as TXP 1 noted that this is the kind of oftentimes innocuous mistake that can yield akin to commercial disaster. This could be linked to what Abdulwahid et al. (2017) and Popineau (2020) present as the real risk of mistranslated contractual stipulations.

In addition, participants explained that mistranslations related to deontic modality, for example, in changing "must" to "may," can have the effect of significantly weakening the prospects of enforcement by aggrieved buyers. For instance, LXP 3 stated that buyers suing for breach of contract won their case because the translated contract gave rise to too weak obligations for the seller. Moreover, this is what Rotman (1995) and Sarcevic (2000) cautions us about the potential dangers of translation induced doctrinal shifts.

In light of this, the interview narratives demonstrate how transactional risks rise in high value international commerce. INTBM 2 recounted the story of how during one contract, the company got an indemnity clause in a distributorship contract mangled so badly in translation it had them limit its liabilities that were never intended under the original English draft. The support provided by Al-Tarawneh and Al-Badawi (2024) on the huge commercial risk that comes with translation errors was done through such project experiences. By doing so, the theme of Translation-Induced Contractual Risks extracted from the data is directly empirically corroborated.

The final instance of the persistent recurrence of overgeneralization of legal concepts—the rendering ‘due diligence’ as nothing more than ‘general care’, for example—is striking still for its repeated ignoring of specificity, blurring of liability thresholds, and overall frustration of parties’ expectations. Even in its narrowest semantics, the stakes in legal translation, as Biel (2017) and Godfrey and Burdon (2024) emphasized, are certainly not limited to its substance. This work establishes that unchecked translation imprecision can usurp the rights and duties bargained on the seller's and the buyer's behalf.

Practical, Legal, and Theoretical Implications of the Study's Findings

The impact of the practical implications resulting from this study's findings is both immediate and far reaching for professional translators, lawyers and contracts drafters involved in cross border transactions. The inaccuracies have a typology, and most notably: terminological mistranslation, ambiguous modality, and incorrect interpretation of collocations, which indicate that the knowledge of the language is insufficient for the task of legal translation at its most demanding (Sarcevic, 2000; Biel et al., 2019). Especially the expression captured from TXP 1 ("terms often have no perfect equivalents") and TXP 3 ("translated contracts misalign intended obligations") underlines that translators do not only have to be equipped with systemic legal literacy, but they also need specialized training as regards the

translation of binding legal instruments. Instead, it is the professional norm rather than the academic ideal that, in line with Garzone (2000) and Klabal (2024), calls for a 'functionalist', system aware model of legal translation.

What the implications of these findings mean legally is perhaps even more alarming. Translation inaccuracies identified by LXP 1 and corroborated by INTBM 1 are not just 'interpretive difficulties' but outright alteration and degeneration of contractual rights and duties. In the case where "shall" is translated to "may" or "best efforts" clauses are mis-interpreted, the enforceability of obligations becomes significantly reduced, making it frustrates parties' legitimate expectations (Byrne, 2007; Rotman, 2024). Finally, data show that cultural misalignments leading to inappropriate translation of 'assignment rights' within Sharia law frameworks can lead to doctrinal misclassifications and unintended legal effects (Prieto Ramos, 2014).

The overgeneralization of deontic force and the dilution of legal concepts; translation errors; neglect of deontic force and legal specificity through meaningless names; the mistranslation of 'due diligence' into mere 'general care'; moral evil; unwarranted rejections of operations for alleged obsolescence; and the extreme uncertainty introduced in substituting a particular partner for another, can all lead to a degrading of compliance standards, distortion of what is expected of performance.

The findings of the current study affirm (theoretically) the Skopos Theory critical applicability to legal translation (Sarcevic, 2000; Garzone, 2000), while at the same time revealing important gaps with respect to the empirical implementation of this theory. However, Skopos Theory's functional equivalence emphasis can offer robust conceptual framework but the data show that practical translation doesn't generally match this standard, even when conducted by experienced professionals. For instance, TXP 1 stated that "without knowledge of both systems, errors are inevitable", and expressions such as these seem to indicate that an integration of bi-jural and bicultural knowledge far deeper than is normally recognized is required in order to realize the Skopos principle (Biel, 2017; Klabal, O. (2024). Arjonilla, 2024). Moreover, the results oppose overly positive views of technological solutions in translation theory, and support the argument of Briva-Iglesias et al. (2024) and Godfrey and Burdon (2024) regarding the problematic use of AI in the production of legally consequential translation.

Conclusion and Recommendations

This study provides unprecedented clarity in terms of the pervasive and multidimensional nature of effects caused by inaccurate translation on seller buyer contracts. This research has been empirically engaged with translation experts and leading legal practitioners as well as international business professionals, who have indicated that errors in the translation of contractual instruments are not only technical blemishes but also substantive distortions that result in enforced unenforceability, judicial un-interpretability. Recurrent issues that arise due to terminological mistranslation, ambiguous modality, and syntactic disruption, and ultimately, due to cultural misalignment extending across these fault lines make contractual obligations more interpretable and dilute them or reduce them completely

yet in cross border transactions. The evidentiary thrust of the study is then used to conclusively identify translation fidelity as a structural imperative if transactions of an international character are to be coherent, predictable, and enforceable. The theoretical spending of the study on behalf of Skopos Theory was well overdue, supporting these functional approaches needed to be taken, but it has highlighted a need for much more empirically based frameworks that can respond to the changing exigencies of global commerce and multilingual adjudication.

This study makes a pertinent recommendation of a comprehensive, multi-dimensional reengineering of the practice of translating the contracts of seller-buyer. In the first place, professional translator education needs to be radically rebuilt in order to include comparative law, doctrinal hermeneutics, and jurisdiction specific practices as essential skills. Second, institutional reforms must also prescribe stringent bilingual language drafting protocol and demand certified legal translators to be deployed in all high value or cross border contractual transactions. Third, courts and arbitral institutions should establish the means to question the quality of the translation as an evidentiary concern, so as to reduce the danger of deciding on the flaws of linguistic artefacts. Theoretically, therefore, models by which legal translation should proceed need to move from abstraction and communication to enforceability and a legal functional fidelity model. Such holistic and systemic transformations are the only ones that can meaningfully mitigate the risks revealed by this study in order to preserve the sanctity of contractual obligations across linguistic, cultural and jurisdictional boundaries.

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