

Translation Problems and Techniques of Key Legal–Commercial Terms in Abbott’s Purchase Order

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Abstract: This study analyzes the translation problems and translation quality of key legal–commercial terms in Abbott’s Purchase Order Terms and Conditions, a bilingual corporate document used in international business. Adopting a qualitative descriptive approach, 60 legally significant terms were examined using Spradley’s componential analysis to identify problem types, Molina and Albir’s (2002) taxonomy to classify translation techniques, and Nababan et al.’s (2012) Translation Quality Assessment model to evaluate accuracy, acceptability, and readability, supported by expert validation. The results showed that major translation problems include system-bound non-equivalence, ambiguity, under-translation, modality errors, and terminology inconsistency, largely caused by conceptual gaps between English common-law terminology and Indonesian civil-law concepts. Calque emerged as the most frequently used technique, often producing unnatural, unclear, or misleading renderings, while established equivalents resulted in more accurate and acceptable translations. Literal and calque frequently weakened legal precision by reproducing surface linguistic forms without conveying the functional legal effects of the source text. Overall, the study concludes that translating legal–commercial terminology requires linguistic competence, comparative legal knowledge, and consistent terminology management. The findings highlight the need for improved translation practices, more rigorous post-editing of machine-assisted output, and closer collaboration between translators and legal experts to ensure clarity, accuracy, and enforceability in bilingual corporate documents.

Keywords: legal-commercial terms; translation problems; translation techniques

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Introduction

The translation of legal-commercial documents has become increasingly important in global business operations, where bilingual contracts serve as a bridge between parties from different legal and cultural backgrounds. Inaccurate or poorly rendered translations may lead to contractual ambiguity, financial disputes, or legal liability, making precision in legal translation a critical requirement (Cao, 2007). Purchase orders (POs), although often perceived as routine corporate documents, contain binding terms and conditions that function as contractual agreements. Therefore, their translations must maintain not just linguistic meaning, but also legal intent and enforceability.

In Indonesia, translating English legal-commercial documents present unique complexities. English legal terminology is largely shaped by the common law system, while Indonesian legal concepts are grounded in the civil law tradition. This difference results in a lack of direct equivalence for many key terms (Alcaraz & Hughes, 2002). Expressions such as *indemnification*, *injunctive relief*, *setoff*, and *time is of the essence* are not merely lexical units but legal constructs embedded within their respective systems. If such terms are mistranslated or oversimplified, contractual obligations may be misinterpreted, potentially affecting business operations and legal responsibilities.

Translating legal-commercial texts—contracts, purchase orders, terms and conditions—presents a distinct set of problems that make this genre one of the most demanding in translation studies. Unlike literary or general informative texts, legal-commercial documents are performative: language in these texts does not merely describe but creates, allocates, and limits legal rights and duties between parties. Consequently, any loss, shift, or ambiguity introduced in translation can have legal and commercial consequences such as contractual disputes, unintended liabilities, or problems in enforcement (Cao, 2007; Šarčević, 1997). The combination of specialized vocabulary, system-bound concepts, dense syntactic structures, and high register quality means translators must master not only two languages but also two legal cultures and the rhetorical conventions of contract drafting (Alcaraz & Hughes, 2002; Harvey, 2000).

Several empirical studies focus directly on translation challenges in legal terminology. Dewi et al., (2021) revealed that translating English legalese into Indonesian often results in non-equivalence due to differences in legal systems, rigid syntactic structures, and terminology that does not exist in Indonesian civil law. Literal translation frequently fails to preserve legal nuance, indicating that translators must navigate conceptual and structural disparities simultaneously. Translators, particularly novices, struggle with complex sentence structures and modal verbs such as *shall*, *must*, and *may*, which carry distinct legal force in English contracts. Misinterpreting these modal verbs can significantly alter the normative obligations of a clause, potentially causing legal ambiguity. In addition, analysis of Google Translate performance on legal terminology further showed that machine translation consistently fails to handle system-bound terms such as *indemnification* or *severability*, emphasizing the need for careful human post-editing when translating commercial and legal documents (Cahyaningrum, 2022; Farahsani et al., 2021; Jufriadi et al., 2022; Yusran, 2017).

Research and theory on translation errors also contribute to understanding the complexity of legal-commercial terminology. Supporting this, Rusadi & Setiajid (2023) and Thelen (2008) research on a shipbuilding contract translation demonstrated that high-quality legal-commercial translation requires not only linguistic strategies but also consultation with legal experts and the creation of a specialized glossary to maintain consistency across lengthy documents. It was in line with Venuti theory that provides a valuable theoretical lens for understanding the inaccuracies found in legal-commercial term translation. Venuti (1998) argued that most translation errors originate from the ideological dominance of domestication,

which prioritizes fluency and naturalness in the target language at the expense of the foreign text’s conceptual and cultural distinctiveness. In the context of legal-commercial terms—many of which are system-bound to the Anglo-American legal tradition—this domestication often leads to the erosion of essential legal meanings. Terms such as *indemnify*, *due diligence*, *reasonable efforts*, or *breach of warranty* carry specific contractual implications in common law, but when domesticated into overly general Indonesian equivalents such as *mengganti rugi*, *usaha yang layak*, or *upaya wajar*, the legal force embedded in the original terminology is weakened or lost entirely.

Although prior studies have mapped general problems in legal translation and proposed techniques and frameworks, there is still a need for applied document-level analyses to evaluate how the translation of the key legal-commercial terms was rendered in Abbott’s Purchase Order. The present study focused on Abbott’s Purchase Order — addresses this gap by empirically evaluating how key legal-commercial terms were rendered, categorizing the problems encountered, and assessing their potential legal and communicative impact. In this study, legal impact refers to the effect of translation problems on enforceability, liability, and contractual rights, while communicative impact refers to their effect on clarity, interpretability, and shared understanding among contract users. Abbott’s Purchase Order Terms and Conditions represent a comprehensive example of a multinational, legally binding document translated into Indonesian. The text includes extensive legal terminology, jurisdiction-specific references, and syntactically dense clauses. These characteristics make it an ideal subject for examining the quality of legal-commercial translation within a corporate context.

To achieve the purpose, this research aims 1) to identify category of translation problems in real corporate text found in Abbott’s Purchase Order; 2) to identify the translation in translated-text found in Abbott’s Purchase Order and 3) to measure the translation quality in translated-text found in Abbott’s Purchase Order. The focus is on translation problems in translating legal-commercial terms and assessing translation quality of the translated terms. The findings of this study are expected to contribute to the field of translation studies by providing empirical insights into the challenges of legal-commercial translation and offering implications for improving corporate translation standards.

Review of Related Literature

Legal translation is considered one of the most challenging areas of translation because it involves system-bound terms that carry meanings shaped by specific legal traditions. The meaning of legal expressions comes not only from language but also from the legal system behind them. Translators must ensure that the target text creates equivalent legal effects, not just similar wording. This difficulty increases when translating between different legal systems such as English common law and Indonesian civil law. Since many English legal-commercial terms originate from common law concepts, Indonesian often lacks direct equivalents, making adaptation or descriptive translation necessary to convey the intended legal function (Cao, 2007; Harvey, 2000; Šarčević, 2019)

Commercial contracts, including purchase orders, contain hybrid features because they combine legal language with business-specific terminology. Biel (2014) observed that such documents are typically formulaic, standardized, and repetitive, reflecting their function as instruments of legal certainty. Translating these documents requires maintaining the structural and rhetorical features of contract language while ensuring clarity for local readers. However, translating business documents used in cross-border contexts becomes even more complex because clauses may incorporate international legal standards or jurisdiction-specific practices, which may not exist in the target legal system

Major Categories of Translation Problems

System-bound non-equivalence and conceptual gaps

A persistent problem in legal-commercial translation is that many lexical items are system-bound—their meaning and legal effect are grounded in a specific legal tradition. English contract language often reflects common law concepts (e.g., indemnification, setoff, injunctive relief, work made for hire) that do not have neat one-to-one equivalents in civil law jurisdictions (Alcaraz & Hughes, 2002; Cao, 2007). Translators face non-equivalence at different levels: absolute non-equivalence (no equivalent concept), relative non-equivalence (overlap but different scope), and terminological vagueness. Strategies documented in the literature include description (explicitation), borrowing plus gloss, and finding a functional approximate term — each with trade-offs between legal precision and readability (Molina & Albir, 2002; Šarčević, 1997).

Modality (shall / must / may / will)

Grammatical modality in contracts carries normative force: shall typically imposes obligation, may grants discretion, while must signals requirement or duty. Misrendering these modal verbs alters who is bound and to what extent (Cao, 2007). Research emphasizes that modality is not merely lexical but pragmatic: translators need to render the illocutionary force (obligation, permission, prohibition) accurately in the target language, sometimes requiring syntactic reconfiguration (e.g., explicit modal auxiliaries, periphrastic constructions) to preserve force and legal effect (Harvey, 2000; Siregar, 2009)

Syntactic density, nominalization, and readability

Legal-commercial English often favors long, paratactic sentences with multiple embedded clauses, passive constructions, and dense nominalization. While these structures serve legal precision and inter-clause referencing in the source text, they impede comprehension when translated literally into Indonesian (which prefers clearer clause boundaries and active voice for readability). Studies recommend controlled simplification (without altering legal content), sentence-splitting, and reordering to preserve readability while maintaining accuracy — yet such changes must be justified and documented because stylistic simplification can be misread as substantive alteration in legal terms (Biel, 2014; Molina & Albir, 2002).

Terminological inconsistency, repetition, and register

Commercial contracts rely on terminological consistency to reduce interpretive risk: the same concept should be labeled uniformly across the document. However, translators sometimes introduce variant translations (synonymy) for a single source term, or inconsistently render defined terms (e.g., Purchaser, Buyer, Client), which undermines legal clarity. The literature stresses the use of a terminology database/glossary and adherence to established equivalents (when available) as best practice (Alcaraz & Hughes, 2002). Register issues also arise: legal texts require formal, technical register in the TT; over-Domestication that makes the language colloquial risks reducing perceived enforceability.

Culture-specific and jurisdictional references

Many commercial POs include references to foreign statutes, regulatory regimes, or compliance frameworks (e.g., Dodd-Frank conflict minerals provisions, FDA-related debarment concepts, international Incoterms). Translators must decide whether to retain the foreign term, translate with explanatory gloss, or adapt to a local equivalent. Each choice has implications:

retaining the original preserves link to the source legal regime but may confuse local readers; explicitation increases clarity but lengthens text and may be interpreted as adding normative content (Cao, 2007; Šarčević, 1997).

Pragmatic ambiguity and implicature

Beyond lexical equivalence, legal–commercial translation must consider pragmatics: what the clause implies about parties’ intentions, risk allocation, routines (e.g., notice periods, cure opportunities), and procedural thresholds. Ambiguities that are tolerable in the source (because of established jurisprudence) may be intolerable in the target legal culture. Thus, translators should flag potential pragmatic gaps and, where appropriate, propose footnotes or alternative formulations for legal review (Harvey, 2000).

Textual/formatting issues and machine-assisted workflows

Finally, modern practice often involves machine translation (MT) and translation memory (TM) tools. While these technologies increase productivity and consistency, they can propagate errors across repetitive clauses if initial segment alignment is poor or if the TM contains incorrect established equivalents. Empirical studies recommend post-editing protocols and quality-assurance checkpoints tailored for legal texts (Molina & Albir, 2002; Biel, 2014).

Translation Techniques and Translation Quality

Translation techniques play a critical role in achieving equivalence in legal–commercial translation. Molina and Albir (2002) identify 18 translation techniques, several of which are frequently used in legal texts, including borrowing, calque, literal translation, established equivalent, and modulation. Legal translators must carefully choose the most appropriate technique depending on the legal function and potential interpretive consequences of the term. Some scholars have revealed that the selection of translation techniques directly affects the accuracy, acceptability, and readability (Hasyim, 2019; Hidayat, 2017; Sukaesih et al., 2019).

To systematically assess translation quality, many scholars have adopted the Translation Quality Assessment (TQA) framework of Nababan et al. (2012), which evaluates accuracy, acceptability, and readability. The model is widely implemented in Indonesian academic research due to its clarity, practicality, and adaptability across different text types. Using a scale of 1 to 3 for each component, the model allows researchers to quantify translation performance while maintaining qualitative insights into translation problems. Given its suitability for analyzing complex legal terminology, the TQA model provides a robust methodological framework for evaluating the quality of translations in legal–commercial documents such as purchase orders.

Methodology

This study employs a qualitative descriptive research design, which is appropriate for analyzing textual features and evaluating translation quality. The primary data source consists of Abbott’s Purchase Order Terms and Conditions (2023), which includes both the original English text and its Indonesian translation in a side-by-side format. The document spans 49 clauses containing legal definitions, contractual obligations, commercial procedures, and remedies, making it rich in legal–commercial terminology. The selected commercial terms were based on their legal significance and frequency of occurrence within liability, intellectual property, remedies, and compliance clauses. Translation quality assessment used Nababan’s TQA (2012) by measuring aspect of accuracy, acceptability, and readability with their qualitative parameter.

Data collection was carried out through purposive sampling. The researcher identified key legal-commercial terms that have significant implications for contractual interpretation. These include terms related to liability, intellectual property, warranties, dispute resolution, and obligations. Each term was extracted along with its corresponding Indonesian translation. The selected data were then categorized into conceptual terms, procedural terms, and jurisdiction-specific legal terms, allowing for structured analysis. This study adopts a descriptive-analytical approach focusing on identifying translation problems and techniques. Therefore, validation emphasizes analytical correctness and theoretical consistency rather than evaluative quality judgment, which is outside the scope of the study. Data analysis proceeded in three stages by using componential analysis (Spradley, 1980). First, the major problems in legal-commercial terms were identified and categorized. Second, translation techniques used for each term were identified using Molina and Albir's (2002) taxonomy.

Results and Discussion

Major Category of Translation Problems

Below is a complete data distribution of the major categories of translation problems found in the 60 key legal-commercial terms from the Purchase Order Terms & Conditions.

Table 1. Data Distribution of Major Category of Translation Problems

Problem Category	Frequency Percentage (%)	
Non-equivalence	16	26.67%
Modality errors	10	16.67%
Structural / syntactic problems	7	11.67%
Terminology inconsistency	9	15.00%
Under-translation	11	18.33%
Over-translation	3	5.00%
Ambiguity	12	20.00%
Cultural / jurisdiction mismatch	6	10.00%
Register / formality issues	8	13.33%
Total	60	100%

The distribution revealed that non-equivalence (26.7%) was the most frequent translation problem, reflecting the difficulty of rendering system-bound legal concepts (e.g., *indemnify*, *setoff*, *injunctive relief*) into Indonesian. Ambiguity (20%) and under-translation (18.3%) also appeared in many items, showing that essential elements of legal meaning were often omitted or rendered vaguely. Problems with modality (16.7%) occurred mainly in the translation of *shall*, *may*, and *must*, which are critical in establishing legal force. Terminology inconsistency (15%) showed that key terms were not translated uniformly throughout the document. Meanwhile, register issues (13.3%) and jurisdiction mismatch (10%) appeared mostly in compliance-related clauses referencing U.S.-centric regulatory frameworks. Over-translation was the least frequent problem (5%), but still notable in a few instances where additional meanings not present in the source text were introduced. Here are the examples of them:

System-Bound Non-Equivalence and Conceptual Gaps

One of the most prominent translation problems in the Abbott Purchase Order concerns system-bound legal terminology—terms rooted in common-law systems that lack direct equivalents in Indonesian civil law. For instance, the clause “Seller shall indemnify and hold harmless Purchaser from any and all claims ... including strict liability” (ST) would typically be translated as “Penjual harus mengganti rugi dan membebaskan Pembeli dari segala klaim ... termasuk tanggung jawab ketat” (TT). The difficulty lies in the fact that strict liability is a U.S.-based tort doctrine, while Indonesia does not recognize the concept in the same way, making “tanggung jawab ketat” a problematic rendering that may oversimplify or distort the intended legal force. Another example is “Work made for hire shall be deemed Purchaser’s property” (ST), often translated as “Karya yang dibuat untuk disewa dianggap sebagai milik Pembeli” (TT). The phrase *work made for hire* refers to a U.S. copyright doctrine that does not operate identically in Indonesia; incorrect translation can directly affect intellectual property ownership. These conceptual gaps pose risks of legal misinterpretation, weakened enforceability, and potential ownership disputes.

This echoes (Šarčević, 1997, 2019) observation that “legal terms are deeply rooted in the legal system to which they belong and cannot simply be transferred without loss or distortion of meaning.” Similarly, Cao (2007) notes that “legal translation is essentially inter-systemic communication,” making non-equivalence inevitable when doctrines do not share identical conceptual foundations.

Modality (shall, must, may, will)

Modal verbs in legal English carry precise legal implications, and these distinctions often blur when translated into Indonesian. For example, the clause “Seller shall provide immediate written notice” (ST) translated as “Penjual harus memberikan pemberitahuan tertulis segera” (TT) illustrates how *shall*, a marker of binding obligation, is softened when rendered as “*harus*,” which may be interpreted more broadly as necessity rather than strict legal mandate. Likewise, “Purchaser may withhold payment” (ST) becomes “Pembeli dapat menahan pembayaran” (TT), where “*may*” expresses discretionary authority, yet “*dapat*” in Indonesian is ambiguous between ability and permission. If interpreted in the sense of capability rather than legal authorization, the meaning of the clause may be altered entirely. The mistranslation of modality risks misrepresenting binding obligations, altering rights, and weakening legal precision.

As Williams (2005) stated that modality in legal discourse is a carrier of deontic force, not merely linguistic variation. Baker (2011) also underscored that modality is “one of the most unstable fields of cross-linguistic equivalence,” particularly in regulatory or contractual language. Alcaraz & Hughes (2002) argued that English legal modality “cannot be reduced to surface forms” because contractual obligations involve a spectrum of enforceability. The present data confirm this difficulty, as the mistranslation of modal meanings led to semantic under-specification and reduced accuracy scores.

Syntactic Density and Nominalization

The Purchase Order is characterized by dense sentence structures and heavy nominalization, common in legal drafting but challenging when transferred into Indonesian. An example is the sentence “Any termination of this Agreement shall not constitute a waiver of any rights accrued prior to such termination” (ST), translated as “Pengakhiran Perjanjian ini tidak akan dianggap sebagai pengesampingan hak apa pun yang timbul sebelum pengakhiran tersebut” (TT). The English text compresses complex legal concepts into nominalized units—termination, waiver, rights accrued—making the TT equally dense and potentially difficult for Indonesian readers to process. Another example, “Non-performance of obligations will result in remedies including, without limitation, cover damages” (ST), translated as “Kegagalan

pelaksanaan kewajiban akan mengakibatkan upaya hukum termasuk, tanpa batasan, ganti rugi penutup” (TT), illustrates how nominalization combined with system-bound terms creates opacity in the TT. Such structures reduce readability and increase the risk of misinterpreting conditional relationships and legal consequences.

Newmark (1988) warns that nominalization tends to hide processes behind abstractions, which can mislead translators into treating them as lexical rather than functional units. The findings concur with his view, as literal renderings such as *waktu adalah esensinya* misrepresent the dynamic contractual effect of *time is of the essence*.

Terminology Inconsistency

Terminological inconsistency appears when key contractual terms are translated using multiple equivalents across different clauses. For example, the document uses “Goods,” “Products,” and “Items” interchangeably in English, and these are sometimes rendered as “Barang,” “Produk,” or “Item” (TT). If the translator does not maintain consistency, Indonesian readers may assume the terms refer to different objects, undermining contractual clarity. Similarly, the distinction between “Order Details” and “Purchase Order” must be preserved, yet translators often produce “Rincian Pesanan” and “Pesanan Pembelian” inconsistently. Because these terms play a role in determining contractual hierarchy, inconsistent translation may cause confusion regarding precedence of documents, potentially leading to interpretive disputes during enforcement.

Šarčević (1997) stated that terminological consistency is a prerequisite for legal certainty while G  mar (1995) warned that inconsistent terminology can alter the interpretation of legal rights and obligations. Inconsistent term selection is a dominant cause of lowered acceptability and accuracy in legal-administrative texts. (Nababan et al., 2012)

Culture-Specific and Jurisdictional References

The Purchase Order includes many culturally and jurisdictionally specific legal references that pose significant translation challenges. For example, the clause “This Agreement shall be governed by the laws of Indonesia, excluding Articles 1266 and 1267 of the Civil Code” (ST) is typically rendered as “Perjanjian ini diatur oleh hukum Indonesia, dengan pengecualian Pasal 1266 dan 1267 KUHPerdata” (TT). These articles concern judicial termination of contracts, and misunderstanding their exclusion may lead to incorrect assumptions about termination procedures. Another example is the idiomatic legal expression “Time is of the essence” (ST). A literal translation such as “Waktu adalah esensinya” is nonsensical in Indonesian. The correct conceptual rendering is “Ketepatan waktu merupakan hal yang sangat penting dan wajib dipenuhi.” Failure to translate such culturally embedded expressions accurately risks weakening legal urgency and altering contractual expectations.

Legal language is inseparable from the cultural universe of the legal community that produces it. It can be said that many English contractual terms resist straightforward equivalence which requiring translators to bridge normative assumptions rather than simply linguistic structures (Alcaraz & Hughes, 2002; G  mar, 1995; Mattila, 2013).

Pragmatic Ambiguity and Implicature

Many clauses in the Purchase Order rely on pragmatic inference rather than explicit wording, which creates ambiguity when translated into Indonesian. For example, “Reasonable efforts shall be made to prevent delays” (ST) becomes “Upaya yang wajar harus dilakukan untuk mencegah keterlambatan” (TT). The term “reasonable efforts” carries a specific legal standard in English jurisprudence, whereas “wajar” in Indonesian is vague and culturally variable. This ambiguity may cause disagreements about the required level of diligence. Another example,

“Such information shall be disclosed only to the extent necessary” (ST), translated as “Informasi tersebut hanya boleh diungkapkan sejauh yang diperlukan” (TT), leaves questions unanswered—necessary for whom? by what standard? The TT may fail to preserve the intended legal boundaries, increasing the risk of confidentiality breaches or insufficient compliance.

Legal texts encode a high degree of conventionalized implicature making pragmatic interpretation essential for accurate translation (Baker, 2011; Bhatia, 2010). What is meant is not what is said which is common in contractual clauses. In the data, terms such as *subject to*, *without prejudice*, and *notwithstanding* contain loaded pragmatic meanings, and their literal renderings fail to convey their legal implications. This supports Kasirer (2001) who stated that legal translation requires “pragmatic reconstruction” rather than linguistic substitution.

Textual Coherence, Cross-Referencing, and Intertextuality

The document contains numerous internal references, definitions, and hierarchical cross-links that must be preserved to maintain coherence. For instance, the phrase “As defined in Section 1 (‘Authority’)” (ST) must be rendered precisely as “Sebagaimana didefinisikan pada Bagian 1 (‘Otoritas’)” (TT). Any mistranslation or inconsistency in Section 1 will propagate errors throughout the document because the term “Authority” appears in multiple clauses. Another example is “Supplemental Agreements shall take precedence over the Order Details” (ST), translated as “Perjanjian Tambahan berlaku lebih tinggi daripada Rincian Pesanan.” The translator must understand the hierarchy of documents; an incorrect rendering may invert precedence and change enforcement outcomes. Thus, textual coherence is crucial to preserving contractual meaning, and errors in cross-referencing can destabilize the entire interpretive structure.

As Halliday & Hassan (1976) noted, coherence is achieved when a text hangs together conceptually, enabling readers to follow obligations, rights, and conditions as a unified whole. In legal drafting, this coherence is crucial because contractual meaning emerges not from isolated terms but from the interaction of clauses across the text since inconsistent term choice can alter the interpretation of contractual obligations (Sarcevic, 1997; Gemar, 1995)

Textual and Machine-Assisted Workflow Problems

Machine translation (MT) tools and automated workflows frequently introduce distortions in legal texts. For example, MT often translates “injunctive relief” (ST) into “bantuan perintah pengadilan”, which is incomplete and misleading. A more accurate TT would be “upaya hukum berupa perintah pengadilan (injunctive relief)”. MT also struggles with long, clause-heavy sentences. When a long sentence is segmented incorrectly by the system, the TT may become fragmented or logically reversed. This commonly occurs with *indemnity* or *confidentiality* clauses.

Such workflow-related issues lead to syntactic distortion, misaligned conditionality, and incomplete rendering of legal remedies or obligations. If the translator relies too heavily on MT output without revising it, the resulting TT may lose enforceability or misrepresent essential legal concepts. machine translation of legal texts often produces superficially correct but semantically inadequate renderings because algorithms cannot interpret legal pragmatics or system-bound references (Kenny, 2022; O’Hagan & Grin, 2019). In same time, post-editing without domain expertise leads to structurally correct but conceptually flawed output (Martínez, 2021).

Translation Techniques in Legal-Commercial Terms

This section provides the data distribution of translation techniques used in legal-commercial terms found in Terms and Conditions of Purchase Order PT Abbott. The data distribution can be seen in this following table:

Table 2. Data Distribution of Translation Techniques

Translation Techniques	Frequency	Percentage
Calque	25	37.9%
Established equivalent	15	22.7%
Literal	10	15.2%
Modulation	7	10.6%
Discursive Creation	2	3%
Addition/Amplification	2	3%
Explicitation	2	3%
Borrowing (NB)	1	1.5%
Generalization	1	1.5%
Transposition	1	1.5%

Based on the table above can be seen the most frequently techniques used is calque which appeared 25 times (37.9%) followed by established equivalent appeared 15 times (22.7%). The third rank is literal appeared 10 times (15.2%). The others techniques which have no significant frequency are modulation (7 times), addition, discursive creation, and explicitation (2 times each). Then followed by generalization, transposition, and borrowing which appeared once each. Overall, out of 66 times techniques used, calque seems overwhelming in use.

This overwhelming use of calque reflects a tendency to replicate the linguistic and syntactic form of English legal terms directly into Indonesian without adapting them to the norms, concepts, and legal traditions of Indonesian civil law. Examples such as *strict liability* (*tanggung jawab ketat*) and *injunctive relief* (*upaya hukum perintah pengadilan*) illustrate how structural imitation often produced unnatural, unclear, or misleading legal expressions in the target text. This is consistent with the findings of Alwazna (2020), Cao (2007), and Šarčević (2019), who showed that legal terms often carry “hidden presuppositions” tied to the source legal system and cannot be transferred through direct lexical mirroring.

The second most frequently used technique was established equivalent (22.7%), which generally led to higher-quality translations. Terms such as *trade secrets* (*rahasia dagang*), *audit rights* (*hak audit*), and *compliance with applicable laws* (*kepatuhan terhadap hukum yang berlaku*) were rendered using widely accepted Indonesian legal terminology, demonstrating the translator’s familiarity with certain legal-commercial concepts. This finding supports the principle of terminological conventionality discussed by Šarčević (1997) and by Cao (2007), who argued that the use of legally recognized terminology is central to functional accuracy.

In contrast, literal translation constituted 15.2% of all techniques and contributed significantly to the low accuracy scores observed in many terms. Literal renditions such as *time is of the essence* (*waktu adalah esensinya*) and *termination for convenience* (*pengakhiran untuk kemudahan*) reveal that the translator tended to preserve surface-level lexical meaning while overlooking the underlying contractual function and legal implications of the terms. Literal and calque are less recommended to use because a word for word approach is problematic in legal translation due to its failure to transfer the operative effect of legal concepts across different legal systems (Sarcevic’s, 1997). This outcome aligns with the view of Newmark (1988), Nida

and Taber (1969), and Baker (2011), who emphasize that literal transfer of form is rarely sufficient in specialized texts that rely on system-bound terminology. The prevalence of calque in the data suggests that the translator relied heavily on the morphological resemblance between English and Indonesian rather than on functional equivalence.

A smaller proportion of the techniques involved modulation (10.6%), typically used to shift perspective or interpretive angle (Molina & Hurtado Albir, 2002). Although modulation sometimes improved naturalness, it was inconsistently applied and often lacked the amplification necessary to preserve legal nuance. It can be assumed that modulation can actually improve naturalness and perspective alignment when used carefully (Newmark, 1988). For example, *reasonable efforts* (*upaya wajar*) and *commercially reasonable efforts* (*upaya wajar secara komersial*) appear smooth but insufficiently capture the normative standards embedded in the original English expressions. This finding echoes the work of Prieto-Ramos, (2015) who noted that modulation without clarification can lead to partial transfer of legal obligations.

Several techniques appeared minimally in the dataset, including amplification, explicitation, discursive creation, generalization, borrowing, and transposition, each occurring between 1.5% and 3% of the time. Despite their low frequency, these techniques were crucial in determining translation quality. Generalization, for instance, was found in the rendering of *indemnification* → *ganti rugi*, which significantly narrowed the legal scope of the original term, reducing accuracy. Similarly, explicitation such as *venue* (*tempat sidang*). The next example is addition such as *reasonable efforts* (*upaya yang wajar*) which may reduce the semantic meaning. “yang” can change modifier into classifier (Baker, 2011) and it potentially effects semantic upgrading which can reduce accuracy of meaning especially in formal equivalence. This is supported by classical translation theory warns that addition may introduce unwanted meaning (Nida & Taber, 1982; Klaudy, 2003).

In similar, generalization risks oversimplification in specialized domains (Newmark, 1988). Studies by Chakhachiro (2005) and Cao (2007) have similarly shown that generalization is incompatible with legal precision because legal terms often encode specific procedural or doctrinal elements that cannot be collapsed without losing meaning. The present findings reinforce this principle: generalization may be efficient but sacrifices legal completeness.

Conclusion and Suggestion

This study concludes that the translation of legal-commercial terms in the Terms and Conditions of Purchase Order is determined by two interrelated dimensions: the major categories of translation problems and the translation techniques employed. The analysis demonstrates that the most recurrent translation problems fall into six major categories—system-bound conceptual gaps, modality shifts, syntactic density and nominalization, terminology inconsistency, culture-specific and jurisdictional references, and pragmatic ambiguity. These problems arise from structural and conceptual differences between English common-law contract drafting and Indonesian civil-law terminology, causing distortions in meaning, weakening legal force, and reducing interpretative clarity in the translated text. The findings highlight that legal translation is a systemic and functional task that cannot rely solely on linguistic equivalence.

In same time, there are several translation techniques employed. Techniques dominated by calque and literal translation generated the lowest accuracy because they reproduce surface forms without conveying functional legal effects. Other techniques are established equivalent, modulation, addition, explicitation, borrowing, transposition, and discursive creation. Some of them led to higher accuracy such as established equivalent, transposition, borrowing, and explicitation and some others led to lower accuracy such as discursive creation, modulation, and addition.

Based on these findings, several directions for future research are recommended. It can be interdisciplinary studies such as laws and linguistics as well translation studies especially in translation quality of major category of translation problems. It can be used like piloting study to pattern the translation problems especially in legal-commercial context. Research on post-editing practices in legal translation could help optimize the integration of MT with human expertise. Finally, developing an Indonesian legal terminology management model that incorporates statutory references, jurisprudence, and multilingual drafting norms would significantly enhance translation reliability and standardization.

Author Contribution Statement

Taufik Nur Hidayat: designed the research, collected and analyzed the data, and drafted the manuscript. **Nur Hasyim:** contributed to the development of the theoretical framework, supervised the analysis procedures, and refined the methodology. **Supriatnoko:** assisted in data validation, interpretation of findings, and manuscript revision. **Darul Nurjanah:** contributed to expert review of legal aspects, verified terminological accuracy, and provided critical feedback during final revisions. All authors read and approved the final manuscript.

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