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**Introducing Marketing Copy to Law:  
Analyzing and Responding to Translation-Relevant Challenges**



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**Abstract:** As regards translation, the primarily creative field of marketing and the highly technical field of law are usually not associated with one another. But there are texts that involve a subtle interplay of these two fields, and when translators confront them, they discover that expertise and unique skills are required. This article highlights textual challenges and explores how translators can successfully handle them.

**Keywords:** translation; marketing; advertising; law; hybrid texts; legal aspects; legal significance

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<sup>1</sup> Disclaimer: The author of this article is not a lawyer. The content of this article is provided for informational purposes only, in regard to translation studies, and is not to be construed as legal advice.

## 1 Background

In order to produce adequate, high-quality texts, translators generally specialize in defined fields, even sub-fields. Marketing content is often managed by marketing translators, while legal translators deal with legal documents. There are, however, texts that belong to one field, but also feature elements from another: Some marketing texts may contain legal terminology or carry legal meaning. Such texts pose a twofold challenge: On the one hand, they require creativity and knowledge of advertising. On the other hand, it is crucial that the translator is able to spot legal terms, can differentiate between ordinary and legal meaning, and is familiar with both legal systems: that of the country for which the source text was created and that of the country for which the target text is intended. Since the marketing translator who processes such texts is likely a non-expert in the field of law, gaining relevant legal knowledge becomes a prerequisite for translating legal terms and dealing with other relevant legal aspects concerning marketing texts. (see Josey 2017: 28 et seq.)

## 2 Interplay of Marketing and Law

The interplay of marketing and law can involve various fields of law, legal systems, and kinds of marketing copy, yet for organizational purposes it can be broadly divided into two categories: (a) marketing copy with legal terms and (b) marketing copy with legal significance. Category (a) concerns itself with legal terminology while category (b) focuses on the text's underlying relevance to law. The professional translator is skilled in research and will know how to go about finding appropriate target-language solutions for legal terms. However, the first difficulty lies in identifying them and then discerning when a term is used in an ordinary meaning and when it is used in a legal meaning. To achieve this competency, the translator requires background knowledge in various branches of law. This legal knowledge is also necessary to recognize when copy has legal significance. Marketing content, such as warnings, instructions, or product descriptions, may carry legal significance inasmuch as it is relevant to tort law, such as in regard to product liability (see Michaud 2010: 139 et seq.) and misrepresentation (see Michaud 2010: 213 et seq.). To be able to adequately translate this type of content, the underlying legal relevance must first be

recognized by the translator. In order to fulfill its persuasive, product-or-service-selling purpose, marketing copy must be translated rather creatively. However, it is important that the marketing translator be able to preserve legally significant elements in the translation and not unintentionally introduce legally undesirable wording or usage.

## 2.1 Legal Terms

To illustrate the complexity of the process involved in finding target-language solutions for legal terms, the following focuses on the term *warranty* in the context of the US and German legal systems.

The term *warranty* can be found in a variety of marketing materials from product packaging to web copy. It may, for example, appear in the form of *full x-year warranty on product abc*. Possible German translations for the term are *Garantie*, *Gewährleistung*, and *Zusicherung* (Langenscheidt). In *Translating Law*, Deborah Cao points out that “a legal term may have a legal meaning and an ordinary meaning” (Cao 2007: 70). And because this is the case for the term *warranty*, the translator will be confronted with several definitions from which to select the one fitting the context at hand. *Merriam-Webster* offers the following definitions for the context of the above example: “a promise in a contract (as for a sale or lease) which states that the subject of the contract is as represented (as in being free from defective workmanship) and which gives the warrantee recourse against the warrantor” and “a usually written guarantee of the integrity of a consumer product and of the maker's responsibility for the repair or replacement of defective parts” (w<sup>1</sup>).

On its website, the Federal Trade Commission (FTC) states that “the law recognizes two basic kinds of warranties—implied warranties and express warranties” (w<sup>2</sup>). It then provides a wealth of information about implied warranties and express warranties. For the translator’s terminological decision-making process, the following key extractions of information will prove useful.

*Express warranties:*

- “Express warranties [...] are [voluntarily made] promises and statements about [a] product or about [remedying] the defects and malfunctions that some customers may experience” (w<sup>2</sup>).
- “An express warranty can be made either orally or in writing” (w<sup>2</sup>).
- Written warranties must be titled as “full” or “limited” (w<sup>2</sup>).
- “The titling requirement [...] applies to all written warranties on consumer products costing more than \$10” (w<sup>2</sup>).
- The words “full” and “limited” have legal meanings, which “are far more narrow and specific than they are in ordinary usage” (w<sup>2</sup>).

*Implied warranties:*

- “Implied warranties are unspoken, unwritten promises, created by state law” (w<sup>2</sup>).
- “Implied warranties are promises about the condition of products at the time they are sold” (w<sup>2</sup>).
- “Implied warranties do not cover problems [...] caused by abuse, misuse, ordinary wear, failure to follow directions, or improper maintenance” (w<sup>2</sup>).
- “There are two types of implied warranties” (w<sup>2</sup>).
- There are “the implied warranty of merchantability and the implied warranty of fitness for a particular purpose” (w<sup>2</sup>).
- “The implied warranty of merchantability is a [...] promise that the goods sold will do what they are supposed to do and that there is nothing significantly wrong with them” (w<sup>2</sup>).
- “The implied warranty of fitness for a particular purpose is a promise [...] that a product can be used for some specific purpose” (w<sup>2</sup>).
- “There is no specified duration for implied warranties under state laws” (w<sup>2</sup>).
- “State statutes of limitations for breach of [a] warranty are generally four years from date of purchase” (w<sup>2</sup>).

These simplified, key pieces of information can be illustrated graphically:

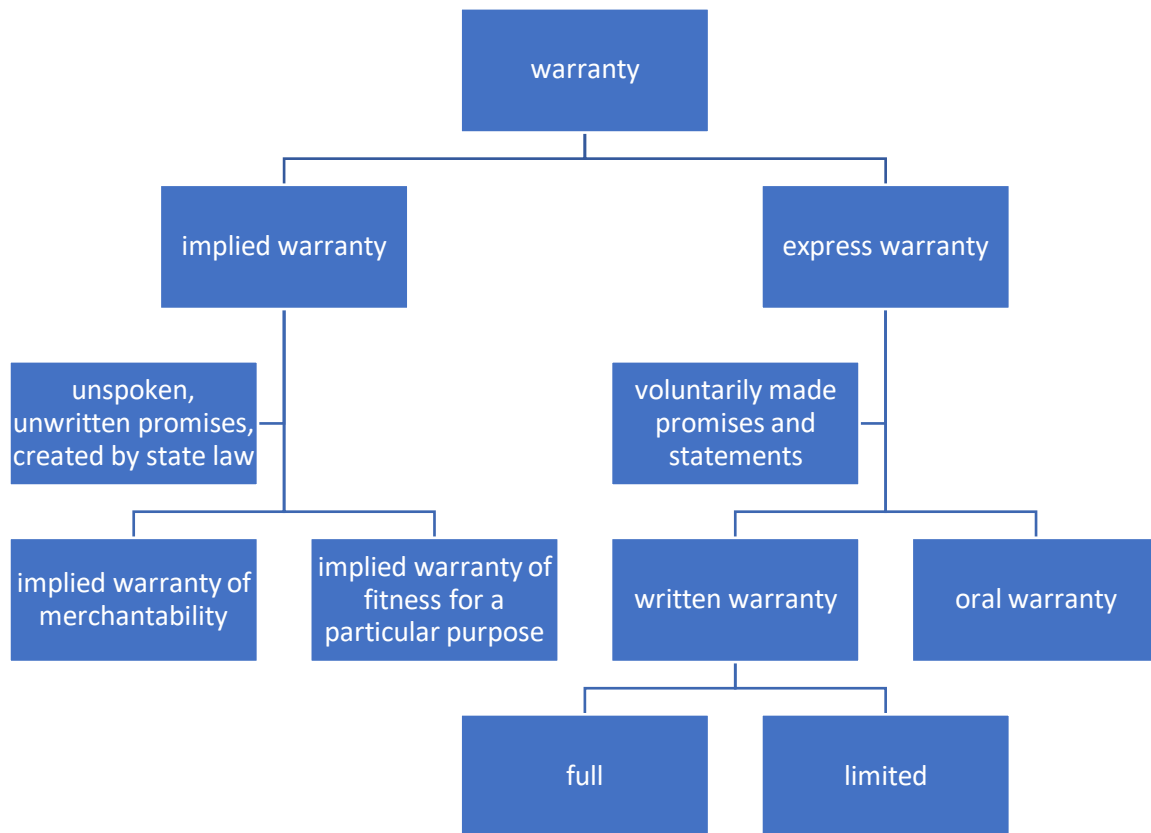


Figure 1: Overview of warranties (US law)

It is important to also mention *extended warranties* here:

- Extended warranties are service contracts (w<sup>3</sup>).
- “Service contracts are not warranties” (w<sup>3</sup>).
- “Service contracts, like warranties, provide repair and/or maintenance for a specific time” (w<sup>3</sup>).
- “Warranties [...] are included in the price of the product; service contracts costs [*sic*] extra and are sold separately” (w<sup>3</sup>).

Taking into account the above information about implied and express warranties as well as extended warranties, or rather service contracts, the translator can deduct that the *full x-year warranty on product abc* falls within the realm of express warranties. Understanding the source text, the translator can now move on to the target-language equivalent for

*warranty* in the given context. *Duden* offers various definitions for *Garantie*, among them the following: “(Kaufmannssprache) vom Hersteller schriftlich gegebene Zusicherung, innerhalb eines bestimmten begrenzten Zeitraums auftretende Defekte an einem gekauften Gegenstand kostenlos zu beheben“ (w<sup>4</sup>). *Gewährleistung* is defined as „Mängelhaftung“ and among the listed synonyms is “Garantie” (w<sup>5</sup>). *Zusicherung* is defined as “das Zusichern; das Zugesichertwerden” and “etwas, wodurch etwas zugesichert wird“ (w<sup>6</sup>). The two terms of interest here seem to be *Garantie* and *Gewährleistung*; *Garantieverlängerung* is included below for the sake of comparison to *extended warranty*.

*Garantie:*

- A promise in regard to certain qualities, the condition, and the durability of the goods (w<sup>7</sup>)
- Voluntarily made (w<sup>8</sup>)
- Period covered determined by seller or manufacturer (w<sup>7</sup>)
- Conditions determined by seller or manufacturer (w<sup>7</sup>)
- Claims arise out of the conditions determined by the seller or manufacturer (w<sup>7</sup>).

*Gewährleistung:*

- Legal obligation to deliver goods free of defect to the buyer (w<sup>7</sup>)
- Arises by operation of law (w<sup>8</sup>)
- Conditions regulated by law (w<sup>7</sup>)
- Covers a period of two years (w<sup>7</sup>)
- Claims only arise out of material defects and legal defects (w<sup>7</sup>).
- Defects caused by the buyer are not covered (w<sup>7</sup>).

*Garantieverlängerung:*

- Insurance (w<sup>9</sup>)

The analysis shows that there are similarities between the three English terms (*express warranty*, *implied warranty*, and *extended warranty*) and the three German terms (*Garantie*, *Gewährleistung*, and *Garantieverlängerung*), but there are also significant differences. In the

above-outlined context of *full x-year warranty on product abc*, the term *Garantie* may be the appropriate solution for *warranty*. But it is important to note that context truly is key, as always in the realm of translation and most definitely in regard to law. In this example, the translator is communicating the existence of an *express warranty* offered under US law to a German-speaking audience, taking into consideration various German terms and their meanings under the German legal system to ensure clarity and avoid confusion. Looking at *implied warranty* and *Gewährleistung* in the context of the US legal system and the German legal system, respectively, it becomes clear that it would not be prudent to translate *implied warranty* as *Gewährleistung*. While the two terms' meanings are similar, they also differ greatly from one another, for example in regard to duration. If *implied warranty* were translated as *Gewährleistung*, the German-speaking reader would not associate the same meaning as the English-speaking reader. The task is to communicate clearly and avoid confusion. Taking this into account, *implied warranty* could be translated as *stillschweigende Garantie* and similarly *express warranty* could be translated as *ausdrückliche Garantie* (see Schmid 1996: 221). Deborah Cao points out:

It is important to bear in mind that legal translators are not lawyers. [...] The legal translator's job is not to provide legal advice and solve legal problems, but to translate and facilitate communication across linguistic, cultural and legal barriers through the medium of language. (Cao 2007: 4 et seq.)

This can be applied to the process of translating *implied warranty*: If the translator recognizes that there are similarities between the US *implied warranty* and the German *Gewährleistung* and then goes on to conclude that the *Gewährleistung* should apply to a product sold, the translator would go beyond translating and would instead attempt to solve a legal problem. This is similar to the translation of academic degrees: It is not up to the translator to interpret a degree's value and decide if, for example, a German *Diplom* is a US bachelor's or master's degree. That is the job of an organization providing credential evaluation services.

A look at how an international brand handles the term *warranty* shows the importance of context:

	The 50 United States, the District of Columbia, Puerto Rico, and Canada		European Union	
English	one-year full warranty (w <sup>10</sup> )	implied warranty (w <sup>10</sup> )	contractual warranty (w <sup>11</sup> ) warranty (w <sup>11</sup> )	legal warranty (w <sup>11</sup> )
German			Garantie (w <sup>12</sup> )	Gewährleistung (w <sup>12</sup> ) gesetzliche Gewährleistung (w <sup>12</sup> )
French	garantie complète d'un an (w <sup>10</sup> )	garantie implicite (w <sup>10</sup> )	garantie commerciale (w <sup>13</sup> )	garantie légale (w <sup>13</sup> )
			garantie (w <sup>13</sup> )	
Spanish	un año de garantía completa (w <sup>10</sup> )	garantía implícita (w <sup>10</sup> )	garantía contractual (w <sup>14</sup> )	garantía legal (w <sup>14</sup> )

Table 1: Warranty and its non-English counterparts as used by KitchenAid

The above terms were found in warranty documents retrieved from localized KitchenAid websites. For the warranty offered in the US, KitchenAid uses the terms *warranty* and *implied warranty*. For the warranty offered in the European Union, it uses *contractual warranty/warranty* and *legal warranty*. This illustrates how greatly terminology can differ between legal systems, even though the same language is used. If the warranty offered in the US were also provided in German, the translation would likely be rather literal, similar to the French and Spanish versions.

Translating legal terms is a complex process and there is no one-size-fits-all statement that can be made about how a term should be translated. How a term is translated will depend on its specific context, while the overall decision-making process could be illustrated as follows:

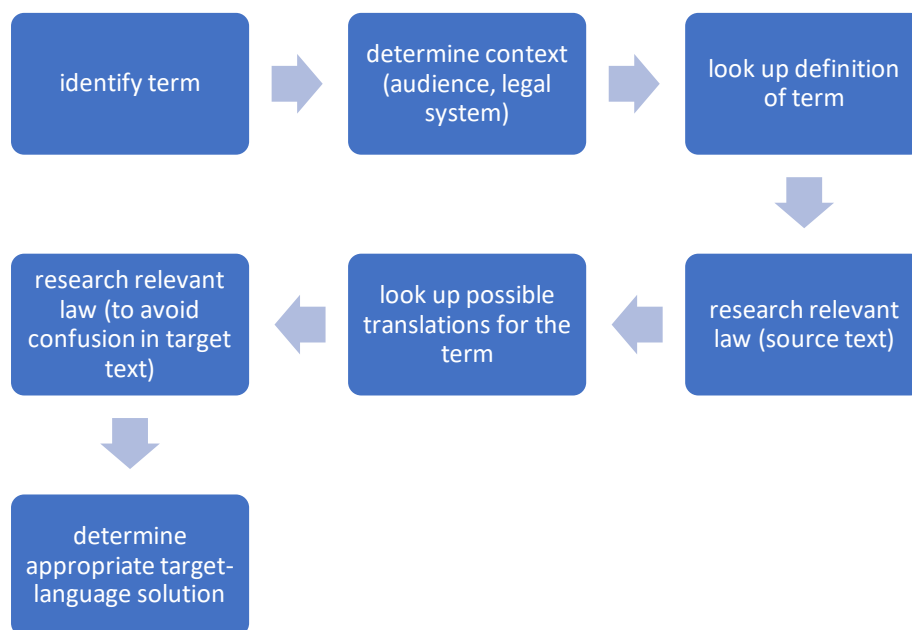


Figure 2: Generalized and simplified illustration of decision-making process

## 2.2 The Translator as Nonlawyer

The above mentions localized websites, and it is worth giving another example in this context: There are many people involved in the localization process, and it is not the translator, of course, who decides which warranty statements should be made on a website. The translator's role is to translate the statements made. What if, in the process of a website translation into German for the German market, the translator comes across *x-year limited warranty* or *lifetime warranty* without any further information? Having done research as illustrated above, the translator will know how to find appropriate target-language solutions. But the translator with thorough legal knowledge will likely have read that a warranty offered in Germany must, among other things, be accompanied by a statement about the *Gewährleistung* (w<sup>15</sup>). The translator may also remember reading that offering a lifetime warranty in Germany could cause problems (w<sup>16</sup>).

Translators who specialize in legal translations or who work with marketing-legal texts may be very well-acquainted with law. While reading a source text, they may spot errors, notice unintentionally ambiguous statements, and find parts that could have been phrased better or that could cause trouble. Both legal translators and paralegals are often quite

knowledgeable regarding law, yet both share their status as nonlawyers who cannot practice law. This may seem obvious, but is worth exploring in the context at hand. “The practice of law is limited to those who are licensed” (Orlik 2008: 39). “Nonlawyers potentially practice law when they: 1. give legal advice[,] 2. create legal documents for others[,] 3. represent others in court” (Orlik 2008: 44). The first of the three is likely what is most relevant for translators, and Orlik defines giving legal advice as “the application of a rule of law to a specific person’s fact pattern and giving an opinion or conclusion” (Orlik 2008: 44). Taking this into consideration, it seems prudent not to let oneself get carried away with one’s (perceived) knowledge. And so, potential errors in or issues with a source text in the field of law are probably best flagged for review by the client or the client’s legal team.

### **2.3 Legal Significance**

Knowing how to appropriately deal with legal terminology is the most apparent challenge when translating marketing-legal content. But there is another important aspect: legal significance. Translators may encounter content that is legally significant inasmuch as it is carefully phrased to avoid legal issues. But such content is not always easy to recognize, especially for those who specialize in creative translations rather than legal translations. The challenge here lies in first recognizing the legal significance in the source text and then constructing a translation that is equally “safe” in regard to legal issues. This is especially difficult and important in the context of marketing translations, where so much emphasis is placed on captivating style, because in addition to drawing in the reader with attractive stylistic choices, translators must also be careful not to introduce potentially troublesome wording into the copy. The following will examine legal significance in the context of US law.

#### **2.3.1 Product Liability**

One important thing to keep in mind when translating is product liability: “Products liability is legal liability of manufacturers, sellers, and others for harm caused by products” (Michaud 2010: 139). At first glance, this doesn’t seem to affect the translator, but a closer look at what can trigger a product liability case reveals why is it important for translators to have

knowledge of this topic. “Most products liability cases arise because of a product defect[,]” and “there are three categories of product defects: manufacturing, design, and warning defects” (Michaud 2010: 140).

Of interest in this context are warning defects. Warning defects are “product defects where all the products on the line contain no, or insufficient, warnings or instructions, making the products dangerous to use” (Michaud 2010: 141). What constitutes sufficient and insufficient warnings or instructions is determined with the help of the reasonableness test, and obvious or commonly known risks don’t need to be warned about (Michaud 2010: 139 et seq.).

The above information can be illustrated as follows:

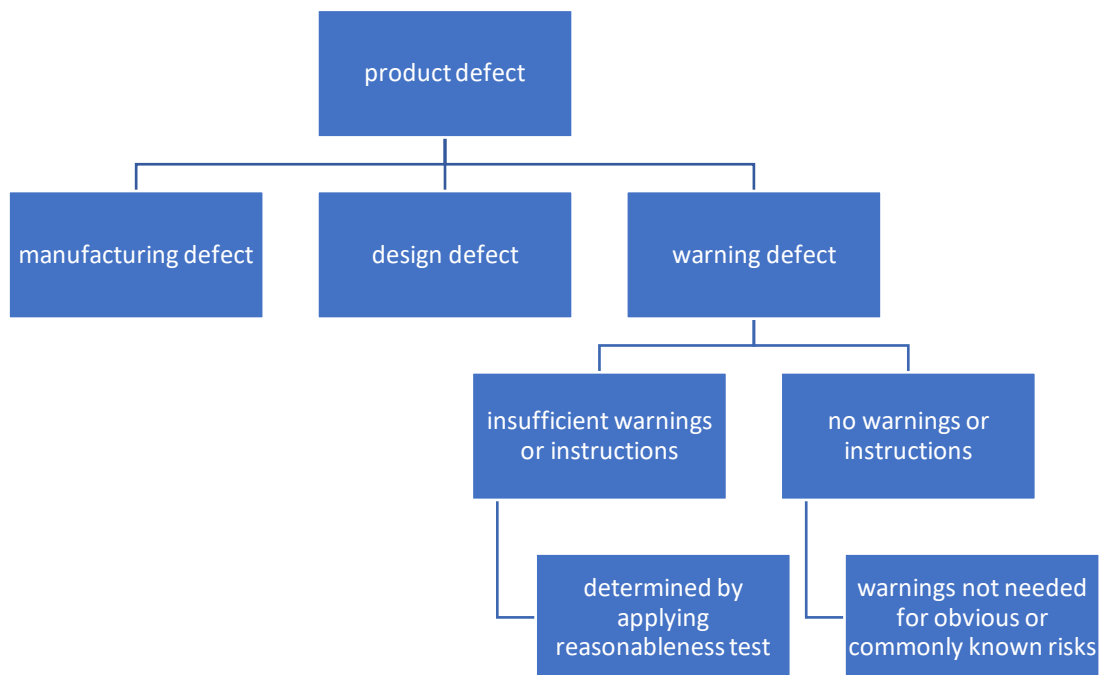


Figure 3: Warning defects (US law)

What is reasonable, obvious, or commonly known is not always easy to determine. Thus, some warnings may seem more necessary than others. Nevertheless, from a legal point of view, it is probably better to be conservatively positioned on the safe side.

It is crucial for marketing translators to understand the significance of warnings. Although some may appear unnecessary, the purpose of warnings is avoidance of product liability

cases. Marketing copy is generally translated quite freely and creatively, and translators may feel that some warnings or instructions are not necessary or even appropriate for the target audience. However, since these aspects are legally significant, these texts are not equivalent to regular marketing copy, and it would not be prudent for translators to omit warnings or instructions. Instead, it would be appropriate to flag possible cultural issues for review and bring them to the attention of the client. What may seem culturally appropriate may not be legally appropriate, and the translator, however knowledgeable of culture and law, should leave such decisions with legal impact to the client or the client’s lawyer. In these instances, it is important for the translator to differentiate between ordinary copy and legally significant copy, to know what can be translated creatively and what belongs into the realm of legal translation.

### 2.3.2 Misrepresentation

Misrepresentation is another topic to consider in the context of advertising and marketing translation. It is defined as “the intentional making of a material false statement, or the failure to disclose when a duty to disclose exists, which causes the plaintiff a pecuniary loss” (Michaud 2010: 213). To understand this better, it is essential to first know what is considered a *material false statement*. There are three elements to be defined here: *material*, *false*, and *statement*.

For it to be a misrepresentation, the statement

- has to be a “statement of fact [...] that can be objectively verified”;
- cannot simply be a “statement of opinion[, which] is a vague statement, or value judgment, that is not objectively verifiable”;
- cannot be mere “sales puffery[, which is the] sales talk engaged in by salespersons in order to induce a sale”;
- “must be material, meaning significant in the decision-making process”; and
- “must be false[,]” meaning it “is not true,” but “can also be a misleading, ambiguous, or incomplete statement” (Michaud 2010: 214).

The above can be illustrated as follows:

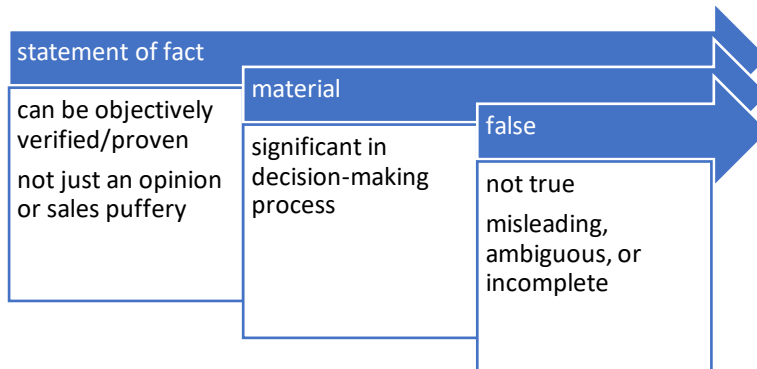


Figure 4: False statement of material fact (US law)

Taking the above into consideration, it can be deduced that calling product XYZ *the most amazing product in the universe* is likely sales puffery, as it should be clear that it is an exaggeration, and that stating that a *shirt will look great at birthday parties* can probably be thought of as an opinion because it is subjective and cannot be objectively verified. What can be objectively verified is, for example, if a garment *is reversible* or if a car *has four doors*. Of course, no translator would call a garment *reversible* simply for creative purposes, if it is not. So the last two examples would generally only be an issue in case of mistranslations, such as when *reversed* is accidentally translated to mean *reversible*.

Misrepresentation is therefore not something that concerns only the copywriter; it is also essential for the translator to consider. On the one hand, it is important to understand misrepresentation in order to discern when it is desirable and acceptable to translate creatively and how much creativity is allowable. On the other hand, knowing what constitutes misrepresentation and what does not may also help translators be confident in their creative choices and may enable them to produce high-quality creative target texts without shying away from some wordings out of fear of committing misrepresentation.

### 2.3.3 Marks

Marks form another category of which marketing translators should have knowledge. There are *trademarks*, *service marks*, *certification marks*, and *collective marks* (Bouchoux 2009:

19). Beyond knowing when to place the appropriate symbol (®, ™, ™) or whether to translate them, marks are legally significant for marketing translators in the context of *genericide*. A mark will be considered abandoned if it becomes a generic name, also called *genericide* (Bouchoux 2009: 96). “A mark can become generic [...] when consumers begin to call the product or service offered under the mark by the mark” and if this happens, the mark “may be used by anyone” (Bouchoux 2009: 96). A former mark that is now a generic term is, for example, *aspirin* (Bouchoux 2009: 96). A few marks that are often misused as generic terms or as actual names of products are BAND-AID®, Kleenex®, and VELCRO®. These are marks, and possible generic terms are *adhesive bandages* (w<sup>17</sup>), *(facial) tissues* (w<sup>18</sup>), and *hook-and-loop fastener* (w<sup>19</sup>), respectively. In summary, asking for a *kleenex* when one wants a facial tissue would be misusing the mark as the actual name of the product. A better solution would be to simply ask for a *facial tissue* or, if the brand is of importance, a *Kleenex® facial tissue* or even a *Kleenex® brand facial tissue*.

Taking the above into consideration, it becomes clear that appropriate usage of marks is crucial for owners. Owners of marks may use a *trademark compliance policy* to ensure proper use of their marks (Bouchoux 2009: 98) and/or *police* their marks (Bouchoux 2009: 100), for example with the help of *cease and desist letters* (Bouchoux 2009: 101).

The translator, similar to the copywriter who created the original text, will have to know how to identify and properly use (a) the client’s marks and (b) other marks that may be included in the copy that are not owned by the client. In addition to this, the translator will also have to make sure not to accidentally translate a generic term in the source text with a mark, misused as the actual name of the product, in the target text. An example of such a mistranslation would be translating *Klettverschlussriemen* as *velcro strap*. While *Klettverschluss* is a generic term, VELCRO® is a mark. The translator needs to be able to recognize that the source uses a generic term, should then be able to conclude, based on the above information on *genericide*, that the translation should use a generic term, too, and must then find the appropriate generic term for the target copy. Possible generic solutions would be *touch fastener* and *hook-and-loop fastener*. The use of VELCRO® should be

reserved for instances where reference is intentionally made to a genuine VELCRO® brand fastener.

The translator essentially undergoes a three-step decision-making process, which can be illustrated as follows:

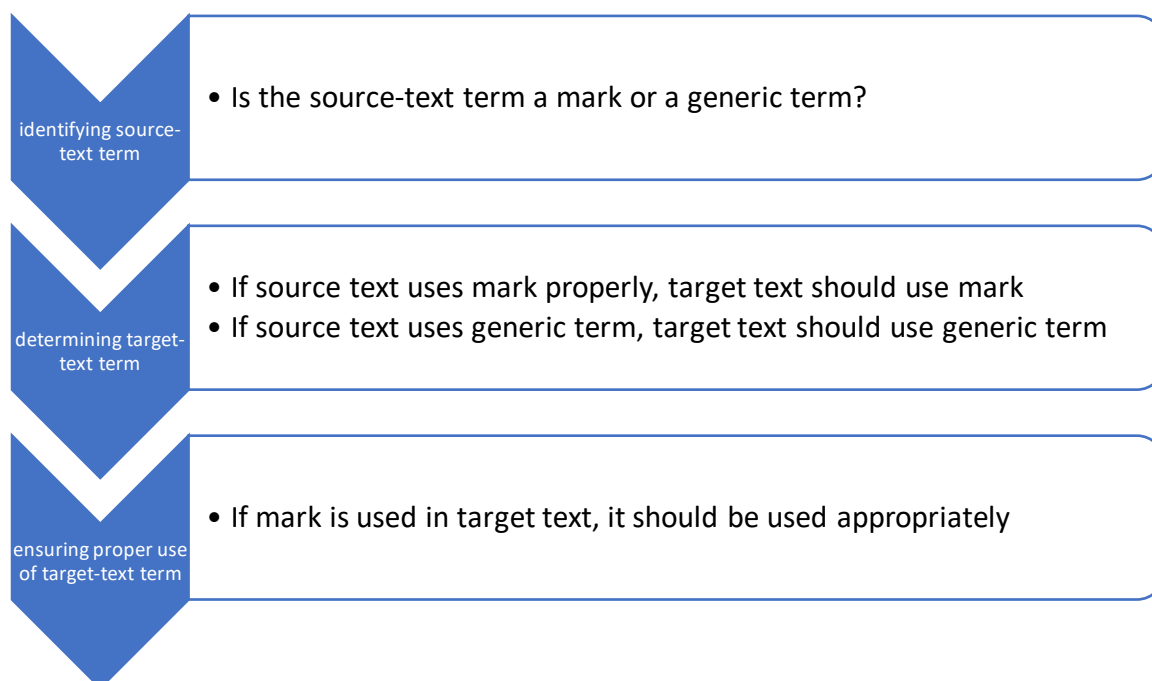


Figure 5: Translational decision-making process in the context of marks and generic terms

The above illustrated decision-making process does not consider those instances where a client may want a mark to be translated or ask for use of a specific translation for the source-text term. It instead focuses on the general decision-making process translators undergo when dealing with marks or generic terms in the source copy. It is important to take a closer look at the wording “if source text uses mark properly, target text should use mark.” Key here is proper use in the source text. This means that the diligent translator should first scrutinize the quality of the source text before making a decision on which term to use in the target text. The translator can generally differentiate between two kinds of misuses in regard to marks: (a) factual misuse and (b) stylistic misuse. The use of marks as nouns, as verbs, or in plural form rather than as adjectives (see Bouchoux 2009: 98 et seq.), for example, *needing a band-aid* or *to skype someone*, can be categorized as *stylistic misuse* in the context of this analysis. It is important to note here that some stylistic misuses may in

fact not be true misuses that need correction, and may instead merely constitute a client's intentional stylistic choices about the client's own marks. Examples of such an intentional stylistic choice that goes against the general guideline of not using a mark as a noun are "Stories and conversations featuring people and the Fords they love" (w<sup>20</sup>) on the Ford® website and "There are many blenders on the market, but there is only one NutriBullet" (w<sup>21</sup>). Factual misuse regards instances where a mark is used as a generic term for a non-genuine product. For example, claiming that a shoe has a *velcro strap* although it doesn't use a genuine VELCRO® brand fastener means the mark is being used (a) generically and (b) falsely for a non-genuine product (a fastener that is not sold under the VELCRO® mark). This factual misuse coincides with stylistic misuse here, and if the shoe in fact used a genuine VELCRO® brand fastener, the mark should be used properly, as discussed above, and the copy could read *VELCRO® brand touch fastener* or *VELCRO® brand hook-and-loop fastener*. Another example would be copy that claims a product is *great for spinning*. Spinning® is a mark, and it refers to indoor cycling (w<sup>22</sup>). If the copy intentionally makes reference to the *Spinning® indoor-cycling program*, it should read as such, and if the goal is to promote the product for any indoor-cycling program, the generic *indoor cycling* should be used. If a mark is misused or suspected to be misused in the source copy, it is generally best flagged for review by the client.

### 3 Conclusion

Although usually considered separate areas of specialization, the fields of marketing and law occasionally overlap, creating unique texts with their own characteristic translation challenges. Marketing copy which results from a two-field interplay of marketing content and legal elements challenges the translator to become equipped with a background knowledge of various legal fields. Even more, these texts require translators to recognize the necessity of this essential and fundamental knowledge. Specialized legal translators generally have acquired legal knowledge, while translators specializing in creative translations are often unaware that advertising copy carries significant legal aspects. This implies that translators first need their awareness raised about such hybrid texts, and then

materials need to be available to assist translators in properly handling these twofold texts. Fortunately, there are plenty of resources, from self-study to college courses, for marketing translators to use in order to familiarize themselves with the various fields of law relevant to the realm of advertising. Since many of these resources are geared toward legal professionals, translation-specific materials for translators working with marketing-legal texts would provide welcome additional help. Such materials could range from an overview of relevant legal topics to general guidelines for special considerations during the translation process in this combined marketing-legal field, along with in-depth analyses of translation challenges accompanied by examples and possible solutions. In conclusion, the interplay of marketing and law offers an abundance of opportunities for further research and development of educational materials, and legally significant marketing copy could, considering its unique and challenging characteristics, prove to be a niche for translators with thorough knowledge of both marketing and law.

## 4 Bibliography

### 4.1 Print Sources

- Bouchoux, Deborah E. (2009). *Intellectual Property for Paralegals: The Law of Trademarks, Copyrights, Patents, and Trade Secrets*. 3rd ed. Clifton Park: Delmar, Cengage Learning.
- Bugg, Stuart G. and Heike Simon (2006). *Langenscheidt ALPMANN Fachwörterbuch Kompakt Recht Englisch*. Munich: Langenscheidt Fachverlag GmbH and Münster: Alpmann und Schmidt Juristische Lehrgänge Verlagsgesellschaft mbH & Co. KG. 396.
- Cao, Deborah (2007). *Translating Law*. Topics in Translation 33. Clevedon, Buffalo, Toronto: Multilingual Matters Ltd.
- Josey, Denise (2017). “Legal Aspects of Marketing Content: Things to Consider when Translating.” *The ATA Chronicle* XLVI:5. 28-29.
- Michaud, Hillary J. (2010). *Tort Law: Concepts and Applications—Custom Edition for UMUC LGST 312*. Boston: Pearson Learning Solutions.

Orlik, Deborah K. (2008). *Ethics for the Legal Professional*. 6th ed. New Jersey: Pearson Education, Inc.

Schmid, Christoph (1996). *Das Zusammenspiel von Einheitlichem UN-Kaufrecht und nationalem Recht: Lückenfüllung und Normenkonkurrenz*. Schriften zum internationalen Recht 77. Berlin: Duncker und Humblot.

#### 4.2 Online Sources

W<sup>1</sup>: Merriam-Webster. *Definition of Warranty by Merriam-Webster*. <https://www.merriam-webster.com/dictionary/warranty>. [Aug. 3, 2017].

W<sup>2</sup>: Federal Trade Commission. *Businessperson’s Guide to Federal Warranty Law*. <https://www.ftc.gov/tips-advice/business-center/guidance/businesspersons-guide-federal-warranty-law>. [Aug. 6, 2017].

W<sup>3</sup>: Federal Trade Commission. *Warranties*. <https://www.consumer.ftc.gov/articles/0252-warranties>. [Aug. 6, 2017].

W<sup>4</sup>: Duden. *Garantie*. <http://www.duden.de/rechtschreibung/Garantie>. [Aug. 6, 2017].

W<sup>5</sup>: Duden. *Gewährleistung*. <http://www.duden.de/rechtschreibung/Gewahrleistung>. [Aug. 6, 2017].

W<sup>6</sup>: Duden. *Zusicherung*. <http://www.duden.de/rechtschreibung/Zusicherung>. [Aug. 6, 2017].

W<sup>7</sup>: Bundesministerium der Justiz und für Verbraucherschutz. *Mängel/Gewährleistung*. [http://www.bmju.de/DE/Verbraucherportal/KonsumImAlltag/MaengelGewahrleistung/MaengelGewahrleistung\\_node.html](http://www.bmju.de/DE/Verbraucherportal/KonsumImAlltag/MaengelGewahrleistung/MaengelGewahrleistung_node.html). [Aug. 7, 2017].

W<sup>8</sup>: Verbraucherzentrale Sachsen. *Garantie und Gewährleistung*. <http://www.verbraucherzentrale-sachsen.de/garantie-und-gewahrleistung->. [Aug. 7, 2017].

W<sup>9</sup>: VerbraucherFenster Hessen. Gewährleistung oder Garantie – was lohnt sich mehr?

<https://verbraucherfenster.hessen.de/wirtschaft/kaufen-verkaufen/gew%C3%A4hrleistung-oder-garantie-%E2%80%93-was-lohnt-sich-mehr>.

[Aug. 9, 2017].

W<sup>10</sup>: KitchenAid. *Warranty Page*.

<https://www.kitchenaid.com/digitalassets/MLPDF/Warranty%20Page%20-%20W10862776-W.pdf>. [Aug. 12, 2017].

W<sup>11</sup>: KitchenAid. *Legal warranty and contractual warranty in Europe*.

[https://www.kitchenaid.ie/static\\_assets/pdf/KA/ie/KA\\_sda\\_IE.pdf](https://www.kitchenaid.ie/static_assets/pdf/KA/ie/KA_sda_IE.pdf). [Aug. 12, 2017].

W<sup>12</sup>: KitchenAid. *Allgemeine Gewährleistungs- und Garantiebedingungen für Europa*.

[https://www.kitchenaid.de/static\\_assets/pdf/KA/KA\\_SDAgaranzia\\_de\\_ok.pdf](https://www.kitchenaid.de/static_assets/pdf/KA/KA_SDAgaranzia_de_ok.pdf).

[Aug. 12, 2017].

W<sup>13</sup>: KitchenAid. *Garantie légale et garantie commerciale en Europe*.

[https://www.kitchenaid.fr/static\\_assets/pdf/KA/KA\\_FR\\_sda\\_warranty.pdf](https://www.kitchenaid.fr/static_assets/pdf/KA/KA_FR_sda_warranty.pdf).

[Aug. 12, 2017].

W<sup>14</sup>: KitchenAid. *Garantía legal y garantía contractual en Europa*.

[https://www.kitchenaid.es/static\\_assets/pdf/KA/es/SDA-warranty.pdf](https://www.kitchenaid.es/static_assets/pdf/KA/es/SDA-warranty.pdf).

[Aug. 12, 2017].

W<sup>15</sup>: Rätze, Martin (2017). *Abmahnfalle Garantie: Vollständige Informationen bereits vor*

*Vertragsschluss erforderlich*. <http://shopbetreiber-blog.de/2017/01/12/abmahnfalle-garantie-vollstaendige-informationen-bereits-vor-vertragsschluss-erforderlich/>.

[Aug. 16, 2017].

W<sup>16</sup>: Sicking, Marzena (2010). *Abmahnfalle "lebenslange Garantie"*.

<https://www.heise.de/resale/artikel/Abmahnfalle-lebenslange-Garantie-1100613.html>. [Aug. 16, 2017].

W<sup>17</sup>: BAND-AID®. *BAND-AID® Brand Adhesive Bandages*. <https://www.band-aid.com/>.

[Jan. 28, 2018].

W<sup>18</sup>: Kleenex®. *Kleenex® Brand Facial Tissues, Hand Towels & Wet Wipes.*

<https://www.kleenex.com/en-us>. [Jan. 28, 2018].

W<sup>19</sup>: Velcro Companies. *Information on Patents and Trademarks.*

<https://www.velcro.com/legal-and-privacy/legal/patents-and-trademarks/>.

[Jan. 28, 2018].

W<sup>20</sup>: Ford.com. *Ford – New Cars, Trucks, SUVs, Crossovers & Hybrids.*

<https://www.ford.com/>. [Jan. 28, 2018].

W<sup>21</sup>: NUTRIBULLET®. *NutriBullet – The World’s Original Nutrient Extractor.*

<https://www.nutribullet.com/>. [Jan. 11, 2018].

W<sup>22</sup>: Spinning®. *Legal and Trademark.* <https://spinning.com/legal-trademark>. [Jan. 28, 2018].

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