

YTK 105

Hukuk İngilizcesi

SÖZLEŞME DİLİ

100 TEMEL TERİM

Türkçesi ve örnek cümlesiyle

Taraflar, kuruluş, yükümlülükler

İhlal, sorumluluk, fesih, uyuşmazlık

Her terim bir sözleşme cümlesinde

Bu kaynak bir dil çalışma materyalidir; hukuki tavsiye değildir. Terimlerin Türk hukukundaki karşılıkları yaklaşıktır.



01 Taraflar ve sözleşmenin kuruluşu

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1	agreement "This Agreement is made on 1 March 2026."	sözleşme, anlaşma	☐
2	contract "The contract was signed by both parties."	sözleşme	☐
3	party "Each party shall bear its own costs."	taraf	☐
4	third party "The information shall not be disclosed to any third party."	üçüncü kişi	☐
5	offer "The offer remains open for thirty days."	icap, teklif	☐
6	acceptance "Acceptance must be in writing."	kabul	☐
7	consideration "The consideration for the shares is one million euros."	karşılık, ivaz (common law kavramı)	☐
8	capacity "Each party has the capacity to enter into this Agreement."	ehliyet	☐
9	signatory "The signatory is authorized to bind the company."	imza sahibi	☐
10	execution "This Agreement takes effect upon execution."	imzalama, akdetme	☐
11	effective date "The Effective Date is the date of the last signature."	yürürlük tarihi	☐
12	term "The term of this Agreement is three years."	süre; hüküm	☐
13	recitals "The recitals explain the background to the Agreement."	giriş (başlangıç) hükümleri	☐
14	definitions "Capitalized words have the meaning given in the definitions."	tanımlar	☐
15	schedule "The prices are set out in Schedule 1."	ek	☐
16	appendix "The technical specifications are in the Appendix."	ek	☐
17	counterpart "This Agreement may be signed in counterparts."	nüsha	☐

01 Taraflar ve sözleşmenin kuruluşu (devam)

18	amendment	değişiklik, tadil	☐
	<i>"Any amendment must be in writing and signed by both parties."</i>		
19	assignment	devir, temlik	☐
	<i>"Assignment requires the prior written consent of the other party."</i>		
20	successor	halef	☐
	<i>"This Agreement binds the parties and their successors."</i>		

02 Yükümlülükler ve ifa

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21	obligation	yükümlülük, borç	☐
	<i>"The Supplier's obligations are set out in clause 4."</i>		
22	duty	görev, yükümlülük	☐
	<i>"The Agent has a duty to act in good faith."</i>		
23	right	hak	☐
	<i>"The Buyer has the right to inspect the goods."</i>		
24	performance	ifa	☐
	<i>"Performance shall be completed within sixty days."</i>		
25	delivery	teslim	☐
	<i>"Delivery shall take place at the Buyer's premises."</i>		
26	payment	ödeme	☐
	<i>"Payment is due within thirty days of the invoice date."</i>		
27	warranty	garanti, taahhüt	☐
	<i>"The Seller gives a warranty that the goods are free from defects."</i>		
28	representation	beyan	☐
	<i>"Each party makes the following representations."</i>		
29	undertaking	taahhüt	☐
	<i>"The Licensee gives an undertaking not to copy the software."</i>		
30	covenant	taahhüt, yükümlülük	☐
	<i>"The Borrower's covenants are listed in clause 12."</i>		
31	condition	şart, koşul	☐
	<i>"Payment is a condition of delivery."</i>		
32	condition precedent	geciktirici koşul	☐
	<i>"Regulatory approval is a condition precedent to closing."</i>		
33	best endeavours	azami çaba	☐
	<i>"The Distributor shall use its best endeavours to promote the products."</i>		

02 Yükümlülükler ve ifa (devam)

34	reasonable endeavours <i>"The parties shall use reasonable endeavours to resolve the dispute."</i>	makul çaba	☐
35	good faith <i>"The parties shall negotiate in good faith."</i>	iyi niyet, dürüstlük	☐
36	time is of the essence <i>"Time is of the essence for delivery."</i>	süre esaslı unsurdur	☐
37	due date <i>"Interest accrues from the due date."</i>	vade tarihi	☐
38	compliance <i>"The Supplier shall ensure compliance with all applicable laws."</i>	uyum	☐
39	consent <i>"Consent shall not be unreasonably withheld."</i>	onay, muvafakat	☐
40	notice <i>"Notice shall be given in writing."</i>	bildirim, ihbar	☐

03 İhlal ve sorumluluk

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41	breach <i>"A breach of clause 5 entitles the other party to terminate."</i>	ihlal	☐
42	material breach <i>"Non-payment is a material breach."</i>	esaslı ihlal	☐
43	default <i>"The Borrower is in default."</i>	temerrüt	☐
44	remedy <i>"Damages are not the only remedy available."</i>	hukuki çare, telafi yolu	☐
45	damages <i>"The claimant seeks damages for the loss."</i>	tazminat	☐
46	liquidated damages <i>"Liquidated damages are payable for each day of delay."</i>	götürü tazminat (cezai şarta yakın)	☐
47	penalty <i>"The clause was held to be a penalty."</i>	cezai şart, ceza	☐
48	liability <i>"The Supplier's liability is limited to the contract price."</i>	sorumluluk	☐
49	limitation of liability <i>"The limitation of liability does not apply to fraud."</i>	sorumluluğun sınırlandırılması	☐

03 ihlal ve sorumluluk (devam)

50	indemnity "The indemnity covers third-party claims."	tazmin yükümlülüğü, zararın karşılanması	☐
51	indemnify "The Seller shall indemnify the Buyer against all losses."	tazmin etmek, zarardan korumak	☐
52	hold harmless "The Contractor shall hold the Client harmless."	zarardan muaf tutmak	☐
53	negligence "Liability for negligence cannot be fully excluded."	ihmal	☐
54	gross negligence "The cap does not apply in cases of gross negligence."	ağır ihmal	☐
55	wilful misconduct "Nothing excludes liability for wilful misconduct."	kasıt, kasıtlı kusur	☐
56	loss "The party in breach shall compensate the other for its loss."	zarar, kayıp	☐
57	consequential loss "Neither party is liable for consequential loss."	dolaylı zarar	☐
58	loss of profit "Loss of profit is excluded."	kâr kaybı	☐
59	mitigation "The injured party has a duty of mitigation."	zararı azaltma	☐
60	waiver "A delay in enforcing a right is not a waiver."	feragat	☐

04 Sona erme ve genel hükümler

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61	termination "Termination does not affect accrued rights."	fesih, sona erme	☐
62	expiry "The licence ends on expiry of the term."	sürenin dolması	☐
63	renewal "Renewal is automatic unless notice is given."	yenileme	☐
64	notice period "The notice period is ninety days."	ihbar süresi	☐
65	termination for cause "Termination for cause takes effect immediately."	haklı nedenle fesih	☐
66	termination for convenience "Either party may exercise termination for convenience."	sebeup göstermeksizin fesih	☐
67	rescission "The buyer sought rescission of the contract."	sözleşmeden dönme, iptal	☐
68	force majeure "Neither party is liable for delay caused by force majeure."	mücbir sebep	☐
69	confidentiality "The confidentiality obligations survive termination."	gizlilik	☐
70	intellectual property "All intellectual property remains with the Licensor."	fikri mülkiyet	☐
71	exclusivity "The exclusivity applies to the Territory."	münhasırlık	☐
72	non-compete "The non-compete lasts for two years."	rekabet yasağı	☐
73	entire agreement "The entire agreement clause excludes earlier discussions."	sözleşmenin bütünlüğü	☐
74	severability "Under the severability clause, the rest of the Agreement remains valid."	bölünebilirlik (kısmi geçersizlik)	☐
75	survival "The survival clause lists the obligations that continue."	sona ermeden sonra geçerlilik	☐
76	set-off "The Buyer may not exercise any right of set-off."	takas, mahsup	☐
77	subcontracting "Subcontracting requires prior consent."	alt yükleniciye verme	☐

04 Sona erme ve genel hükümler (devam)

78	change of control "A change of control gives the other party a right to terminate."	kontrol değişikliği	☐
79	null and void "Any assignment without consent is null and void."	yok hükmünde, geçersiz	☐
80	binding "This Agreement is binding on both parties."	bağlayıcı	☐

05 Uyuşmazlık ve yorum

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81	governing law "The governing law is the law of England and Wales."	uygulanacak hukuk	☐
82	jurisdiction "The courts of Istanbul have exclusive jurisdiction."	yargı yetkisi	☐
83	dispute "Any dispute shall first be referred to mediation."	uyuşmazlık	☐
84	arbitration "Disputes shall be settled by arbitration."	tahkim	☐
85	mediation "Mediation is a condition before arbitration."	arabuluculuk	☐
86	claim "The claim must be brought within one year."	talep, dava	☐
87	proceedings "Proceedings were issued in March."	yargılama, dava süreci	☐
88	injunction "The claimant may seek an injunction."	ihtiyati tedbir	☐
89	specific performance "The court ordered specific performance."	aynen ifa	☐
90	enforceable "The clause is enforceable."	icra edilebilir, uygulanabilir	☐
91	unenforceable "An unlawful clause is unenforceable."	uygulanamaz	☐
92	interpretation "Headings do not affect interpretation."	yorum	☐
93	hereinafter "ABC Ltd, hereinafter the Supplier."	bundan sonra	☐

05 Uyuşmazlık ve yorum (devam)

94	hereby "The parties hereby agree as follows."	işbu belgeyle	☐
95	thereof "The goods and all parts thereof."	onun, bunun	☐
96	notwithstanding "Notwithstanding clause 8, the Buyer may terminate."	... hükmüne bakılmaksızın	☐
97	subject to "Subject to clause 10, the price is fixed."	... saklı kalmak kaydıyla	☐
98	without prejudice to "Without prejudice to its other rights, the Buyer may claim damages."	... hakkı saklı kalmak üzere	☐
99	provided that "The Seller may deliver early, provided that it gives notice."	şu şartla ki	☐
100	in accordance with "Payment shall be made in accordance with clause 6."	... uyarınca	☐

BU KAYNAKLA NASIL ÇALIŞMALI?

1

Günde bir bölüm yeter. Örnek cümleleri sesli oku; sözleşme İngilizcesinin ritmine kulağın alışsın.

2

Türkçe karşılıklar yaklaşıktır: common law kavramlarının Türk hukukunda birebir karşılığı her zaman yoktur.

3

Elindeki İngilizce bir sözleşmeyi aç ve bu terimlerin geçtiği cümleleri işaretle.

KENDİ NOTLARIN

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BUNLARI KENDİ İŞİNDE, BİREBİR DERSTE ÇALIŞ

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