UNIT 7

1.	1. F 2. F 3. F 4. T 5. F 6. T 7. F 8. T
2.	execute – execution – sign/conclude fulfill – fulfillment – perform/carry out perform – performance – fulfill/carry out fail – failure – miss/omit render – rendering/rendition – provide/furnish stipulate – stipulation – lay down/specify imply – implication – entail default – default – breach breach – breach – default divide – division – separate conclude – conclusion – enter into refrain – refraining – abstain assign – assignment – transfer/hand over delegate – delegation – hand over/vest in
3.	*Across*: 1. term 2. express term 3. obligation 4. specification 5. breach 6. assignment *Down*: 1. merchantable 2. consideration 3. delegation 4. performance
4.	1. perform 2. breach 3. terms and conditions 4. specification 5. merchantable 6. in due time 7. monetary obligation 8. indivisible 9. consideration
5.	1. perform … terms … obligations 2. specification 3. merchantable 4. in due time … breach 5. consideration … monetary obligation 6. indivisible
6.	*1. words related to preparing the contract*: draw up, execute, countersign, sign, draft *2. words related to carrying out the contract*: perform, fulfill, comply with, meet, abide by
7.	1. The contractor didn't start working on the house before s/he received an advance of 10 % of their fee. 2. The borrower is in two months arrears./The borrower fell into arrears. 3. Since the buyer didn't have the necessary amount of money to buy the car, s/he applied for a loan from a bank. 4. The purchase price shall be paid without delay upon the conclusion of the contract. 5. The agent's commission has not been paid fully.
8.	1. 5: express warranty, implied warranty, warranty of title, warranty of merchantability, warranty of fitness 2. a., d., e., f., g., i., k., l., m., o.,
9.	1. Commercial contracts, such as sale of goods or SPAs. 2. A warranty ensures that the performance of a contacting party, at the time of the conclusion of the contract, fulfills all statutory and contractual quality obligations. A guarantee, on the other hand, provides that in the event the goods provided became defective in any way within a defined period, the seller must indemnify the wronged party against all defects incurred in the goods. 3. When a promise included in the warranty is broken, i.e., the product is defective or not as it should be expected by a reasonable buyer. 4. Repair or replacement. 5. An implied warranty is the one that comes from the nature of the transaction as it is prescribed by the law, in other words, a warranty may arise by operation of law. An express warranty, however, is based on the seller's description of the goods, and perhaps their source and quality. 6. It implies that the seller of goods is the exclusive owner thereof and no 3rd party has a right which would impede the seller from disposing of their property. 7. Warranty of fitness for a particular purpose.
10.	1. b 2. b 3. b 4. a 5. c 6. c

13	Ms. Bennet: …So, there are one or two outstanding issues we still need to discuss, namely the payment terms and the termination of the contract. Ms. Kiss: Yes, the payment terms including the security deposit, the monthly deadlines for paying the rent and the legal consequences of defaults. Well, I'll just say straightaway that these terms are quite standard, we use them in all our agreements with all our lessees. Ms. Bennet: Right. That may be the case, but I'm afraid that's not acceptable to my Client in its present form. The most problematic part is the three-month security deposit. Ms. Kiss: So what are you proposing? Mr. Bennet: My client is ready to sign a one-year fixed term contract and pay one-month security deposit within eight working days from the execution of the lease contract. Ms. Kiss: Well, you must understand that my client has to protect itself and his property. Ms. Bennet: I fully understand the reason behind this stipulation. I'm not saying my client is not willing to pay security deposit at all. I suggest reducing the amount. What exactly are your objections to my proposal? Ms. Kiss: This sum serves as security deposit against damages caused by the lessee's inappropriate use of the premises or for any unpaid utility fees. These amounts can be really high. If there is only normal wear and tear on the premises and all the bills have been paid, it will be refunded to your client following the termination of the lease contract. Ms. Bennet: Just thinking aloud for a moment, but what if we propose that our clients change this to two months? This way they would split the difference between the one-month and three-month period. Ms. Kiss: Hm. Hypothetically this could work, but we'd need something in return. You said earlier you could be flexible about the payment deadlines. What exactly do you have in mind? Ms. Bennet: Actually, my client was thinking about paying the rent every two months in advance instead of every month, which would clearly show that he has enough money, he just doesn't like the idea of paying too large a security deposit. Ms. Kiss: I think that's fair enough. However, I will need to discuss this with my client. Could we just take a brief recess? Shall we meet back in half an hour? Ms. Bennet: Absolutely. I'm making a few phone calls …
14.	1. d 2. c 3. g 4. j 5. f 6. i 7. a 8. k 9. o 10. m 11. e 12. h 13. b 14. n 15. l