

무역영어

41. 화환신용장통일규칙(UCP 600) 제10조에 관한 내용으로 옳은 것을 모두 고른 것은?

- ⌈. An issuing bank is irrevocably bound by an amendment as of the time it issues the amendment.
- ⌋. A confirming bank may extend its confirmation to an amendment and will be irrevocably bound as of the time it advises the amendment.
- ⌋. A bank that advises an amendment should inform the bank from which it received the amendment of any notification of acceptance or rejection.
- ⌋. Partial acceptance of an amendment is allowed and will be deemed to be notification of rejection of the amendment.

- ① \neg, \vdash ② \neg, \supset ③ \neg, \neg, \vdash
④ \neg, \vdash, \supset ⑤ $\neg, \neg, \vdash, \supset$

42. 화환신용장통일규칙(UCP 600) 제2조, 제3조에 관한 내용으로 옳지 않은 것은?

- ① Presentation means either the delivery of documents under a credit to the issuing bank or nominated bank or the documents so delivered.
- ② Confirmation means a definite undertaking of the confirming bank, in addition to that of the issuing bank, to honour or negotiate a complying presentation.
- ③ Unless required to be used in a document, words such as "prompt", "immediately" or "as soon as possible" will be disregarded.
- ④ The words "from" and "after" when used to determine a maturity date exclude the date mentioned.
- ⑤ The words "to", "until", "till", "from" and "between" when used to determine a period of shipment exclude the date or dates mentioned, and the words "before" and "after" include the date mentioned.

43. 화환신용장통일규칙(UCP 600) 제38조에 관한 내용으로 옳은 것을 모두 고른 것은?

- ㉠. A bank is under no obligation to transfer a credit except to the extent and in the manner expressly consented to by that bank.
- ㉡. Unless otherwise agreed at the time of transfer, all charges (such as commissions, fees, costs or expenses) incurred in respect of a transfer must be paid by the first beneficiary.
- ㉢. A transferred credit cannot be transferred at the request of a second beneficiary to any subsequent beneficiary. The first beneficiary is considered to be a subsequent beneficiary.
- ㉣. A credit may be transferred in part to more than one second beneficiary provided partial drawings or shipments are allowed.

- ① ㉠, ㉡ ② ㉢, ㉣ ③ ㉠, ㉡, ㉢ ④ ㉠, ㉡, ㉣ ⑤ ㉡, ㉢, ㉣

44. 화환신용장통일규칙(UCP 600) 제14조에 관한 내용으로 옳지 않은 것은?

- ① Contact details (telefax, telephone, email and the like) stated as part of the beneficiary's and the applicant's address will be regarded.
- ② A nominated bank acting on its nomination, a confirming bank, if any, and the issuing bank shall each have a maximum of five banking days following the day of presentation to determine if a presentation is complying.
- ③ A nominated bank acting on its nomination, a confirming bank, if any, and the issuing bank must examine a presentation to determine, on the basis of the documents alone, whether or not the documents appear on their face to constitute a complying presentation.
- ④ When the addresses of the beneficiary and the applicant appear in any stipulated document, they need not be the same as those stated in the credit or in any other stipulated document, but must be within the same country as the respective addresses mentioned in the credit.
- ⑤ The shipper or consignor of the goods indicated on any document need not be the beneficiary of the credit.

45. 화환신용장통일규칙(UCP 600) 제31조에 관한 내용이다. ()에 들어갈 용어를 순서대로 옳게 나열한 것은?

- Partial drawings or shipments are ().
- A presentation consisting of more than one courier receipt, post receipt or certificate of posting will () as a partial shipment if the courier receipts, post receipts or certificates of posting appear to have been stamped or signed by the same courier or postal service at the same place and date and for the same destination.
- If the presentation consists of more than one set of transport documents, the latest date of shipment as evidenced on any of the sets of transport documents will () as the date of shipment.

- ① allowed - be regarded - be regarded
- ② allowed - be regarded - be disregarded
- ③ allowed - not be regarded - be regarded
- ④ not allowed - be regarded - be regarded
- ⑤ not allowed - not be regarded - be disregarded

46. 추심에 관한 통일규칙(URC 522) 제2조, 제3조에 관한 내용으로 옳은 것은?

- ① "Financial documents" means invoices, transport documents, documents of title or other similar documents, or any other documents whatsoever, not being commercial documents.
- ② The "principal" who is the party entrusting the handling of a collection to a bank.
- ③ The "presenting bank" which is the bank to which the principal has entrusted the handling of a collection.
- ④ "Clean collection" means collection of financial documents accompanied by commercial documents.
- ⑤ The "drawer" is the one to whom presentation is to be made in accordance with the collection instruction.

47. 추심에 관한 통일규칙(URC 522) 제10조, 제11조에 관한 내용으로 옳지 않은 것은?

- ① Banks have obligations to take any action in respect of the goods to which a documentary collection relates, including storage and insurance of the goods if specific instructions are given to do so.
- ② Goods should not be despatched directly to the address of a bank or consigned to or to the order of a bank without prior agreement on the part of that bank.
- ③ Any charges and/or expenses incurred by banks in connection with any action taken to protect the goods will be for the account of the party from whom they received the collection.
- ④ Banks utilising the services of another bank or other banks for the purpose of giving effect to the instructions of the principal, do so for the account and at the risk of such principal.
- ⑤ Banks assume no liability or responsibility should the instructions they transmit not be carried out, even if they have themselves taken the initiative in the choice of such other bank(s).

48. 전자적 제시를 위한 UCP 추록(eUCP Version 2.0) 제e5조, 제e6조에 관한 내용으로 옳지 않은 것은?

- ① An eUCP credit must indicate the format of each electronic record. If the format of an electronic record is not indicated, it may be presented in any format.
- ② An electronic record that cannot be authenticated is deemed not to have been presented.
- ③ When one or more electronic records are presented alone or in combination with paper documents, the presenter is responsible for providing a notice of completeness to the nominated bank, confirming bank, if any, or to the issuing bank, where a presentation is made directly.
- ④ Each presentation of an electronic record under an eUCP credit must identify the eUCP credit under which it is presented.
- ⑤ Electronic records must be presented at the same time.

49. Incoterms® 2020상 FCA 규칙 A4에 관한 내용이다. ()에 들어갈 용어를 순서대로 옳게 나열한 것은?

- The seller has no obligation to the buyer to make a contract of carriage. However, the seller must provide the buyer, at the buyer's (), risk and cost, with any information in the possession of the seller, including transport-related security requirements, that the buyer needs for arranging carriage.
- If (), the seller must contract for carriage on the usual terms at the buyer's risk and cost.
- The () must comply with any transport-related security requirements up to delivery.

- ① instruction - required - seller ② instruction - required - buyer
- ③ request - agreed - seller ④ request - agreed - buyer
- ⑤ request - required - seller

50. Incoterms® 2020상 DAP 규칙에 관한 내용으로 옳은 것은?

- ① The buyer bears all risks involved in bringing the goods to the named place of destination or to the agreed point within that place.
- ② The seller is required to unload the goods from the arriving means of transportation.
- ③ DAP requires the buyer to clear the goods for export, where applicable.
- ④ The seller must contract or arrange at its own cost for the carriage of the goods to the named place of destination or to the agreed point, if any, at the named place of destination.
- ⑤ The seller has obligations to the buyer to make a contract of insurance.

51. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제8조, 제9조, 제11조, 제13조에 관한 내용으로 옳지 않은 것은?

- ① A contract of sale must be concluded in or evidenced by writing and is subject to any other requirement as to form.
- ② For the purposes of this Convention "writing" includes telegram and telex.
- ③ The parties are bound by any usage to which they have agreed and by any practices which they have established between themselves.
- ④ The parties are considered, unless otherwise agreed, to have impliedly made applicable to their contract or its formation a usage of which the parties knew or ought to have known and which in international trade is widely known to, and regularly observed by, parties to contracts of the type involved in the particular trade concerned.
- ⑤ For the purposes of this Convention statements made by and other conduct of a party are to be interpreted according to his intent where the other party knew or could not have been unaware what that intent was.

52. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제18조에 관한 내용으로 옳은 것을 모두 고른 것은?

An acceptance of an offer becomes effective at the moment the indication of assent reaches ㉠the offeror. An acceptance is not effective if the indication of assent does not reach ㉡the offeree within the time he has fixed or, if no time is fixed, within a reasonable time, due account being taken of the circumstances of the transaction, ㉢excluding the rapidity of the means of communication employed by ㉣the offeror. ㉤A documentary offer must be accepted immediately unless the circumstances indicate otherwise.

- ① ㉠, ㉢
- ② ㉠, ㉡
- ③ ㉡, ㉢
- ④ ㉢, ㉣
- ⑤ ㉡, ㉤

53. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제31조에 관한 내용으로 옳은 것을 모두 고른 것은?

If the seller is not bound to deliver the goods at any other particular ㉠ time, his obligation to deliver consists:

(a) if the contract of sale involves carriage of the goods--in handing the goods over to ㉡ the final carrier for transmission to the buyer;

(b) if, in cases not within the preceding subparagraph, the contract relates to specific goods, or unidentified goods to be drawn from a specific stock or to be manufactured or produced, and at the time of the conclusion of the contract the parties knew that the goods were at, or were to be manufactured or produced at, a particular place--in placing the goods at ㉢ the buyer's disposal at that place;

(c) in other cases--in placing the goods at ㉣ the buyer's disposal at the place where ㉤ the buyer had his place of business at the time of the conclusion of the contract.

- ① ㉠, ㉡ ② ㉠, ㉢ ③ ㉡, ㉣ ④ ㉢, ㉤ ⑤ ㉣, ㉤

54. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제35조에 관한 내용으로 옳은 것을 모두 고른 것은?

Except where the parties have agreed otherwise, the goods do not conform with the contract unless they:

(a) are fit for the purposes for which goods of the ㉠ different description would ordinarily be used;

(b) are fit for any particular purpose expressly or impliedly made known to the seller at the time of the conclusion of the contract, except where the circumstances show that the buyer did not rely, or that it was ㉡ reasonable for him to rely, on the seller's skill and judgement;

(c) possess the qualities of goods which the ㉢ seller has held out to the ㉣ buyer as a sample or model.

- ① ㉠, ㉡ ② ㉠, ㉢ ③ ㉡, ㉣ ④ ㉡, ㉣ ⑤ ㉢, ㉣

55. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제65조에 관한 내용이다. ()
에 들어갈 용어를 순서대로 옳게 나열한 것은?

- If under the contract the buyer is to specify the form, measurement or other features of the goods and he fails to make such specification either on the date agreed upon or within a reasonable time after receipt of a request from the seller, the seller (), without prejudice to any other rights he may have, make the specification himself in accordance with the requirements of the buyer that () be known to him.
- If the seller makes the specification himself, he () inform the buyer of the details thereof and () fix a reasonable time within which the buyer () make a different specification. If, after receipt of such a communication, the buyer fails to do so within the time so fixed, the specification made by the seller is binding.

- ① may - may - may - may - may ② may - may - must - must - may
- ③ may - may - must - must - must ④ must - must - may - may - must
- ⑤ must - must - must - must - must

56. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제79조에 관한 내용으로 옳지 않은 것은?

- ① A party is not liable for a failure to perform any of his obligations if he proves that the failure was due to an impediment beyond his control.
- ② If the party's failure is due to the failure by a third person whom he has engaged to perform the whole or a part of the contract, that party is exempt from liability only if the person whom he has so engaged would be so exempt if the provisions of that paragraph were applied to him.
- ③ The exemption provided by this article has effect for the period during which the impediment exists.
- ④ The party who fails to perform must give notice to the other party of the impediment and its effect on his ability to perform. If the notice is not received by the other party within a reasonable time after the party who fails to perform knew or ought to have known of the impediment, he is not liable for damages resulting from such nonreceipt.
- ⑤ Nothing in this article prevents either party from exercising any right other than to claim damages under this Convention.

57. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제97조에 관한 내용이다. ()
에 들어갈 용어를 순서대로 옳게 나열한 것은?

A declaration takes effect simultaneously with the entry into force of this Convention in respect of the State concerned. However, a declaration of which the depositary receives formal notification after such entry into force takes effect on the () day of the month following the expiration of () months after the date of its receipt by the depositary. Reciprocal unilateral declarations under article 94 take effect on the () day of the month following the expiration of () months after the receipt of the latest declaration by the depositary.

- ① first - six - first - six ② first - six - first - twelve
③ first - twelve - last - twelve ④ last - six - last - six
⑤ last - twelve - last - twelve

58. 외국중재판정의 승인 및 집행에 관한 유엔협약(뉴욕협약, 1958) 제7조에 관한 내용이다. ()에 들어갈 용어를 순서대로 옳게 나열한 것은?

The provisions of the present Convention () affect the validity of multilateral or bilateral agreements concerning the recognition and enforcement of arbitral awards entered into by the Contracting States () deprive any interested party of any right he () have to avail himself of an arbitral award in the manner and to the extent allowed by the law or the treaties of the country where such award is sought to be relied upon.

- ① shall - and - may ② shall - and - must ③ shall not - nor - may
④ shall not - nor - must ⑤ shall not - and - must

59. 협회적하약관(Institute Cargo Clauses, 2009) ICC(C)의 담보위험으로 옳지 않은 것은?

- ① collision or contact of vessel craft or conveyance with any external object other than water
② fire or explosion
③ general average sacrifice
④ jettison
⑤ entry of sea lake or river water into vessel craft hold conveyance container or place of storage

60. Incoterms® 2020상 EXW 규칙에서 매도인과 매수인의 의무에 관한 내용으로 옳은 것은?

- ① The buyer may provide the seller with appropriate evidence of having taken delivery.
- ② The buyer has obligation to the seller to make a contract of carriage.
- ③ The seller has obligation to the buyer to make a contract of carriage.
- ④ Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all export/transit/import clearance formalities required by the countries of export/transit/import, such as pre-shipment inspection.
- ⑤ The seller may, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.

61. Incoterms® 2020 소개문(Introduction)에 관한 내용으로 옳지 않은 것은?

- ① The Incoterms® rules describe who obtains shipping documents and export or import licences.
- ② The Incoterms® rules do not describe which party is responsible for checking or security-related costs.
- ③ The Incoterms® rules do not deal with the transfer of property/title/ownership of the goods sold.
- ④ The Incoterms® rules explain the most commonly-used trade terms reflecting business-to-business practice in contracts for the sale and purchase of goods.
- ⑤ The Incoterms® rules do not deal with the effect of sanctions.

62. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제68조의 내용이다. ()에 들어갈 용어로 옳은 것은?

The risk in respect of goods sold in transit passes to the buyer from the time of the (㉠). However, if the circumstances so indicate, the risk is assumed by the (㉡) from the time the goods were handed over to the (㉢) who issued the documents embodying the contract of carriage. Nevertheless, if at the time of the conclusion of the contract of sale the (㉣) knew or ought to have known that the goods had been lost or damaged and did not disclose this to the buyer, the loss or damage is at the risk of the (㉤).

- ① ㉠: shipment ② ㉡: seller ③ ㉢: carrier
- ④ ㉣: buyer ⑤ ㉤: carrier

63. Incoterms® 2020에 관한 내용이다. ()에 들어갈 용어를 순서대로 옳게 나열한 것은?

- In (), unless otherwise agreed or customary in the particular trade, the seller must obtain at its own cost cargo insurance complying with the cover provided by Clauses (A) of the Institute Cargo Clauses (LMA/IUA) or any similar clauses as appropriate to the means of transport used.
- In (), the seller bears all risks involved in bringing the goods to and unloading them at the named place of destination. In this Incoterms® rule, therefore, the delivery and arrival at destination are the same.
- () means that the seller delivers the goods to the buyer on board the vessel nominated by the buyer at the named port of shipment or procures the goods already so delivered.

- ① CIF - DAP - FOB ② CIF - DPU - CFR ③ CIF - DAP - CFR
- ④ CIP - DPU - FOB ⑤ CIP - DAP - CFR

64. 국제무역 용어에 관한 내용으로 옳지 않은 것은?

- ① guarantee: an agreement by the producer to replace the product, repair it, or give back the purchase price if the product proves unsatisfactory within a stipulated period.
- ② infringement: making or using something which has been patented by someone else.
- ③ multimodal transport operator: any person who on his own behalf or through another person acting on his behalf concludes a multimodal transport contract and who acts as a principal, not as an agent or on behalf of the consignor or of the carriers participating in the multimodal transport operations, and who assumes responsibility for the performance of the contract.
- ④ subrogation: the surrender of the ship or merchandise insured to the insurers in the case of a constructive total loss of the subject-matter insured.
- ⑤ forfaiting: the purchase of a series of notes, usually bills of exchanges or other freely negotiable instruments on a non-recourse basis. Accordingly there is no comeback on the exporter if the importer does not pay.

65. 영국해상보험법(MIA, 1906)과 협회적하약관(Institute Cargo Clauses, 2009)의 용어에 관한 내용으로 옳지 않은 것은?

- ① "Maritime perils" means the perils consequent on, or incidental to, the navigation of the sea.
- ② "Salvage charges" means the charges recoverable under maritime law by a salvor independently of contract.
- ③ "Gross proceeds" means the actual price obtained at a sale where all charges on sale are paid by the carriers.
- ④ According to "Change of Voyage" clause, if the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed.
- ⑤ According to "Transit Clause", the insurance attaches from the time the subject-matter insured is first moved in the warehouse for the purpose of the immediate loading into the carrying vehicle for the commencement of transit.

66. 비즈니스계약서의 일부이다. 다음 내용이 설명하는 계약 조항으로 옳은 것은?

This agreement shall be governed as to matters including validity construction and performance under and by the United Nations Convention on Contracts for the International Sale of Goods 1980.

- ① Arbitration ② Entire agreement ③ Governing law
- ④ Hardship ⑤ Litigation

67. 전자적 제시를 위한 UCP 추록(eUCP Version 2.0) 제e3조에 관한 내용으로 옳지 않은 것은?

- ① "Paper document" means a document in a paper form.
- ② "Data corruption" means any distortion or loss of data that renders the electronic record, as it was presented, unreadable in whole or in part.
- ③ "Format" means the data organisation in which the electronic record is expressed or to which it refers.
- ④ "Electronic data" means data created, generated, sent, communicated, received or stored by electronic means, including, where appropriate, all information logically associated with.
- ⑤ "Data processing system" means a computerised or an electronic or any other automated means used to process and manipulate data, initiate an action or respond to data messages or performances in whole or in part.

68. 국제물품매매계약에 관한 유엔협약(CISG, 1980)에서 사용되는 내용이다. ()에 들어갈 용어로 옳은 것은?

- A proposal other than one addressed to one or more specific persons is to be considered merely as (ㄱ), unless the contrary is clearly indicated by the person making the proposal.
- The (ㄴ) price is the price prevailing at the place where delivery of the goods should have been made.
- (ㄷ) of the contract releases both parties from their obligations under it, subject to any damages which may be due.
- A breach of contract committed by one of the parties is (ㄹ) if it results in such detriment to the other party as substantially to deprive him of what he is entitled to expect under the contract, unless the party in breach did not foresee and a reasonable person of the same kind in the same circumstances would not have foreseen such a result.

- ① ㄱ: a firm offer - ㄴ: selling
- ② ㄱ: an invitation to make offers - ㄷ: A breach
- ③ ㄴ: current - ㄷ: A breach
- ④ ㄴ: selling - ㄹ: material
- ⑤ ㄷ: Avoidance - ㄹ: fundamental

69. UN해상물품운송에 관한 조약(Hamburg Rules, 1978) 제1조에 관한 내용으로 옳은 것은?

- ① "Contract of carriage by sea" means any contract whereby the carrier undertakes against payment of freight to carry goods by sea from one port to another.
- ② "Shipper" means any person by whom or in whose name or on whose behalf a contract of sales of goods by sea has been concluded with a carrier, or any person by whom or in whose name or on whose behalf the goods are actually delivered to the carrier in relation to the contract of sales of goods.
- ③ "Consigner" means the person entitled to take delivery of the goods.
- ④ "Bill of lading" means a document which evidences a contract of carriage by sea and the taking over or loading of the goods by the shipper, and by which the carrier undertakes to deliver the goods against surrender of the document.
- ⑤ "Carrier" means any person by whom or in whose name a contract of carriage of goods by sea has been concluded with an insurer.

70. 화환신용장통일규칙(UCP 600) 제2조에 관한 내용으로 옳은 것은?

- ① Banking day means a day on which a bank is regularly open at the place at which an act subject to these rules is to be performed.
- ② Nominated bank means the bank with which the credit is available or any bank in the case of a nomination available with any bank.
- ③ Negotiation means the purchase by the issuing bank of drafts and/or documents under a complying presentation.
- ④ Presenter means a beneficiary, bank or other party that makes a payment.
- ⑤ Complying presentation means a presentation that is in accordance with the terms and conditions of the credit, the applicable provisions of these rules and URC 522.

71. 선하증권에 관한 법규의 통일을 위한 국제협약(Hague Rules, 1924)에 관한 내용으로 옳지 않은 것은?

- ① Non-signatory States may accede to the present Convention whether or not they have been represented at the International Conference at Hague.
- ② The provisions of these Rules shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of sea-going vessels.
- ③ The monetary units mentioned in this Convention are to be taken to be gold value.
- ④ The provisions of this Convention shall apply to all bills of lading issued in any of the contracting States.
- ⑤ The provisions of this Convention shall not be applicable to charter parties, but if bills of lading are issued in the case of a ship under a charter party they shall comply with the terms of this Convention.

72. 선하증권에 관한 법규의 통일을 위한 국제협약(Hague Rules, 1924) 제5조에 관한 내용이다. ()에 들어갈 용어를 순서대로 옳게 나열한 것은?

A carrier shall be at liberty to () in whole or in part all or any of his rights and immunities or to () any of his responsibilities and () under this Convention, provided such surrender or increase shall be () in the bill of lading issued to the shipper.

- ① increase - decrease - obligations - mentioned
- ② increase - increase - liability - embodied
- ③ surrender - increase - liability - mentioned
- ④ surrender - decrease - obligations - embodied
- ⑤ surrender - increase - obligations - embodied

73. 몬트리올협약(Montreal Convention, 1999) 제5조에 관한 내용이다. ()에 들어갈 용어를 순서대로 옳게 나열한 것은?

The air waybill or the cargo receipt shall include:
 (a) an indication of the places of departure and destination;
 (b) if the places of () and () are within the territory of a single State Party, one or more agreed () places being within the territory of another State, an indication of at least one such () place; and
 (c) an indication of the () of the consignment.

- ① departure - destination - starting - arriving - weight
- ② departure - destination - stopping - stopping - weight
- ③ leaving - destination - starting - starting - volume
- ④ leaving - arriving - stopping - stopping - volume
- ⑤ leaving - arriving - starting - starting - weight

74. 협회적하약관(Institute Cargo Clauses, 2009) ICC(C) 제2조에 관한 내용이다. ()에 들어갈 용어로 옳은 것은?

This insurance covers (㉠) and salvage charges, (㉡) or determined according to the contract of (㉢) and/or the (㉣) and practice, incurred to avoid or in connection with the (㉤) of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

- ① ㉠: particular average
- ② ㉡: estimated
- ③ ㉢: insurance
- ④ ㉣: governing rule
- ⑤ ㉤: avoidance

75. 몬트리올협약(Montreal Convention, 1999) 제3조, 제4조에 관한 내용으로 옳지 않은 것은?

- ① In respect of carriage of passengers, an individual or collective document of carriage shall be delivered containing an indication of the places of departure and destination.
- ② The carrier shall deliver to the passenger a baggage identification tag for each piece of checked baggage.
- ③ The passenger shall be given written notice to the effect that where this Convention is applicable it governs and may limit the liability of carriers in respect of death or injury and for destruction or loss of, or damage to, baggage, and for delay.
- ④ In respect of the carriage of cargo, an air waybill shall be delivered.
- ⑤ Any other means which preserves a record of the carriage to be performed must be substituted for the delivery of an air waybill.

76. 해상화물운송장에 관한 CMI 통일규칙(CMI Uniform Rules for Sea Waybills, 1990)에 관한 내용으로 옳지 않은 것은?

- ① They shall apply when adopted by a contract of carriage which is not covered by a bill of lading or similar document of title, whether the contract be in writing or not.
- ② This rule shall not apply if, and only if, it be necessary by the law applicable to the contract of carriage so as to enable the consignee to sue and be sued thereon.
- ③ The carrier shall deliver the goods to the consignee upon production of proper identification.
- ④ The carrier shall be under no liability for wrong delivery if he can prove that he has exercised reasonable care to ascertain that the party claiming to be the consignee is in fact that party.
- ⑤ The shipper warrants the accuracy of the particulars furnished by him relating to the goods, and shall indemnify the carrier against any loss, damage or expense resulting from any inaccuracy.

77. 해상화물운송장에 관한 CMI 통일규칙(CMI Uniform Rules for Sea Waybills, 1990)에 관한 내용으로 옳은 것은?

- ① "Contract of carriage" shall mean any goods carried or received for carriage under a contract of carriage.
- ② The shipper shall have the option, to be exercised not later than the receipt of the goods by the carrier, to transfer the right of control to the consignee.
- ③ "Right of Control" shall mean any contract of carriage subject to these Rules which is to be performed wholly or partly by sea.
- ④ "Agency" shall mean the rights and obligations referred to in rule 6.
- ⑤ The insured on entering into the contract of insurance does so not only on his own behalf but also as agent for and on behalf of the consignee, and warrants to the insurer that he has authority so to do.

78. 영국해상보험법(MIA, 1906) 제35조에 관한 내용이다. ()에 들어갈 용어를 순서대로 옳게 나열한 것은?

- An express warranty may be in any form of () from which the intention to warrant is to be inferred.
- An express warranty must be included in, or written upon, the policy, or must be contained in some () incorporated by reference into the policy.
- An express warranty does not () a/an () warranty, unless it be inconsistent therewith.

- ① document - document - include - implied
- ② document - words - include - neutral
- ③ words - document - exclude - implied
- ④ words - words - exclude - neutral
- ⑤ words - document - include - neutral

79. 영국해상보험법(MIA, 1906) 제56조에 관한 내용이다. ()에 들어갈 용어를 순서대로 옳게 나열한 것은?

- A loss may be either total or partial. Any loss other than a total loss, as hereinafter defined, is a () loss.
- A total loss may be either a/an () total loss, or a constructive total loss.
- Unless a different intention appears from the terms of the policy, an insurance against total loss includes a/an (), as well as an actual, total loss.
- Where the assured brings an action for a total loss and the evidence proves only a partial loss, he may, unless the policy otherwise provides, recover for a () loss.

- ① partial - actual - constructive - partial
- ② partial - constructive - actual - partial
- ③ partial - actual - constructive - total
- ④ total - constructive - actual - partial
- ⑤ total - constructive - actual - total

80. Incoterms® 2020상 CPT 규칙에 관한 내용으로 옳은 것을 모두 고른 것은?

- ㄱ. The seller must pay all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9.
- ㄴ. The seller must pay the freight and all other costs resulting from A4, including the costs of loading the goods on board and transport-related security costs.
- ㄷ. The seller must pay any charges for unloading at the agreed place of destination but only if those charges were for the seller's account under the contract of carriage.
- ㄹ. The buyer may pay the costs of transit, unless such costs were for the seller's account under the contract of carriage.

- ① ㄱ, ㄴ
- ② ㄱ, ㄷ
- ③ ㄴ, ㄷ
- ④ ㄴ, ㄹ
- ⑤ ㄷ, ㄹ