

무역영어

41. 화환신용장통일규칙(UCP 600)에서 기일산정에 관한 설명으로 옳은 것을 모두 고른 것은?

- ㄱ. The words "from" and "after" when used to determine a maturity date exclude the date mentioned.
- ㄴ. A credit must state an expiry date for presentation. An expiry date stated for honour or negotiation will be deemed to be an expiry date for presentation.
- ㄷ. 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. This period is not curtailed or otherwise affected by the occurrence on or after the date of presentation of any expiry date or last day for presentation.
- ㄹ. A presentation including one or more original transport documents subject to articles related with UCP must be made by or on behalf of the beneficiary not later than 30 calendar days after the date of shipment as described in these rules, but in any event not later than the expiry date of the credit.

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

42. 선하증권에 관한 법규의 통일을 위한 국제협약(Hague Rules, 1924) 제4조 '운송인의 면책'에 관한 설명 중 운송인이나 선박의 면책내용이 아닌 것은?

- ① Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship.
- ② Fire caused by the actual fault or privity of the carrier.
- ③ Arrest or restraint or princes, rulers or people, or seizure under legal process.
- ④ Quarantine restrictions.
- ⑤ Act or omission of the shipper or owner of the goods, his agent or representative.

43. 국제물품매매계약에서 사용하는 무역서신의 내용 중 청약단계에서 사용하는 적절한 표현이 아닌 것은?

- ① We appreciate your efforts in agreeing to supply 500MT for shipment during May, while your stock is apparently running low.
- ② Thank you for your inquiry of March 10, 2016 and we are pleased to offer you firm the following items, subject to your reply reaching us until March 30, 2016.
- ③ As requested in your reply of January 15, 2016, we are making you an offer as follows subject to our final confirmation.
- ④ We are pleased to offer you subject to market fluctuation, the prices can be shifted according to change of the market condition.
- ⑤ We are pleased to make you an offer on the following conditions.

44. 아래 계약서에서 계약조건의 예로 적절하지 않은 것은?

SALES CONTRACT	
	Date : February 11, 2016
Dear Sirs,	
This is to confirm sales to your company of the under mentioned commodity in accordance with the following terms and conditions ;	
Commodity : <u> (ㄱ) </u>	Quantity : 1,000sets
Unit Price : <u> (ㄴ) </u>	Amount : <u> (ㄷ) </u>
Shipment From : Pusan, Korea	Destination : Vancouver, Canada
Latest Date of Shipment : <u> (ㄹ) </u>	Terms of Payment : <u> (ㅁ) </u>
Remarks : i) Partial shipment not allowed	
ii) The detailed bank account of ABC will be informed to STU by fax later.	

- ① (ㄱ): Car Stereo Speaker
- ② (ㄴ): U.S.\$ 100.00
- ③ (ㄷ): U.S.\$100,000.00 CIF Vancouver
- ④ (ㄹ): A. S. A. P.
- ⑤ (ㅁ): T/T remittance to ABC's designed to bank account

45. 다음 신용장 조건을 설명한 것으로 옳지 않은 것은?

46A DOCUMENTS REQUIRED:

- + SIGNED COMMERCIAL INVOICE IN TRIPLICATE.
- + PACKING LIST IN TRIPLICATE.
- + FULL SET OF CLEAN ON BOARD MARINE BILL OF LADING, MADE OUT TO SHINHAN BANK MARKED FREIGHT PREPAID AND NOTIFY APPLICANT
- + INSURANCE POLICY OR CERTIFICATE ENDORSED IN BLANK, FOR AT LEAST 110 PCT OF FULL CIF VALUE COVERING INSTITUTE CARGO CLAUSES (A), INSTITUTE WAR CLAUSES (CARGO) AND INSTITUTE STRIKES CLAUSES (CARGO) WITH CLAIMS PAYABLE AT DESTINATION IN THE CURRENCY OF THE INSURED AMOUNT.

- ① 선적서류는 서명된 상업송장, 포장명세서, 선하증권, 보험증권이나 부보증명서가 첨부되어야 한다.
- ② 선하증권의 발행통수는 전통이며, 본선적재 고장부선하증권으로 발행된다.
- ③ 해상운임은 선불이며, 착화통지처는 수입업자이다.
- ④ 보험증권은 백지배서로 발행되어야 한다.
- ⑤ 보험사고시 보험금은 수입국에서 지급된다.

46. 다음은 화환신용장통일규칙(UCP 600) 제23조 ‘항공운송서류(Air Transport Document)’에 관한 내용이다. 항공운송서류 표시에 관한 설명으로 옳지 않은 것은?

An air transport document, however named, must appear to:

- ① contain terms and conditions of carriage or make reference to another source containing the terms and conditions of carriage. Contents of terms and conditions of carriage will be examined.
- ② be the original for consignor or shipper, even if the credit stipulates a full set of originals.
- ③ indicate the airport of departure and the airport of destination stated in the credit.
- ④ indicate that the goods have been accepted for carriage.
- ⑤ indicate the name of the carrier and be signed by the carrier, or a named agent for or on behalf of the carrier.

47. 외국중재판정의 승인 및 집행에 관한 UN협약(뉴욕협약, 1958)에 관한 설명으로 옳지 않은 것은?

- ① This Convention shall apply to the recognition and enforcement of arbitral awards made in the territory of a State other than the State where the recognition and enforcement of such awards are sought, and arising out of differences between persons, whether physical or legal.
- ② It shall also apply to arbitral awards not considered as domestic awards in the State where their recognition and enforcement are sought.
- ③ The term "arbitral awards" shall exclude not only awards made by arbitrators appointed for each case but also those made by permanent arbitral bodies to which the parties have submitted.
- ④ When signing, ratifying or acceding to this Convention, or notifying extension under Article X hereof, any State may on the basis of reciprocity declare that it will apply the Convention to the recognition and enforcement of awards made only in the territory of another Contracting State.
- ⑤ The term "agreement in writing" shall include an arbitral clause in a contract or an arbitration agreement, signed by the parties or contained in an exchange of letters or telegrams.

48. 선하증권에 관한 법규의 통일을 위한 국제협약(Hague Rules, 1924) 제5조 '운송인의 의무증감 및 권리포기', 제9조 '화폐의 기준에 관한 조약', 제10조 '협약의 적용범위'에 관한 설명으로 옳지 않은 것은?

- ① A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and obligations under this convention, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper.
- ② Nothing in these rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.
- ③ Those contracting States in which the pound sterling is not a monetary unit reserve to themselves the right of translating the sums indicated in this convention in terms of pound sterling into terms of their own monetary system in round figures.
- ④ The national laws may reserve to the debtor the right of discharging his debt in national currency according to the rate of exchange prevailing on the day of the departure of the ship at the port of loading of the goods concerned.
- ⑤ The provisions of this convention shall apply to all bills of lading issued in any of the contracting States.

49. 화환신용장통일규칙(UCP 600) 제4조 ‘신용장과 계약(Credits v. Contracts)’ 과 제5조 ‘서류와 물품, 서비스 또는 의무이행(Documents v. Goods, Services or Performance)’에 관한 설명으로 옳은 것은?

- ① A credit by its nature is a separate transaction from the sale or other contract on which it may be based. Banks are in concerned with or bound by such contract, even if any reference whatsoever to it is included in the credit.
- ② Consequently, the undertaking of a bank to honour, to negotiate or to fulfil any other obligation under the credit is subject to claims or defences by the applicant resulting from its relationships with the issuing bank or the beneficiary.
- ③ A beneficiary can avail itself of the contractual relationships existing between banks or between the applicant and the issuing bank.
- ④ An issuing bank should discourage any attempt by the applicant to include, as an integral part of the credit, copies of the underlying contract, pro forma invoice and the like.
- ⑤ Banks deal with documents and with goods, services or performance to which the documents may relate.

50. 화환신용장통일규칙(UCP 600) 제21조 ‘비유통성 해상화물운송장 (Non-Negotiable Sea Waybill)’에 관한 설명으로 옳지 않은 것은?

- ① Any signature by the carrier, master or agent must be identified as that of the carrier, master or agent.
- ② Any signature by an agent must indicate whether the agent has signed for or on behalf of the carrier or for or on behalf of the master.
- ③ If the non-negotiable sea waybill contains the indication "intended vessel" or similar qualification in relation to the name of the vessel, an on board notation indicating the date of shipment and the name of the actual vessel is required.
- ④ For the purpose of this article, transhipment means unloading from one vessel and reloading to another vessel during the carriage from the port of loading to the port of discharge stated in the credit.
- ⑤ Clauses in a non-negotiable sea waybill stating that the carrier reserves the right to tranship will be regarded.

51. 다음은 외국중재판정의 승인 및 집행에 관한 UN협약(뉴욕협약, 1958) 제5조에 관한 내용이다. 이에 해당되지 않는 것은?

Recognition and enforcement of the award may be refused, at the request of the party against whom it is invoked, only if that party furnishes to the competent authority where the recognition and enforcement is sought, proof that :

- ① The parties to the agreement referred to in Article II were, under the law applicable to them, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made.
- ② The party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case.
- ③ The award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or if contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognized and enforced.
- ④ The composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place.
- ⑤ The award has become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made.

52. 화환신용장통일규칙(UCP 600) 제18조 ‘상업송장(Commercial Invoice)’의 발행에 관한 설명으로 옳은 것을 모두 고른 것은?

- ㄱ. must appear to have been issued by the beneficiary (except as provided in article 38)
- ㄴ. must be made out in the name of the applicant (except as provided in sub-article 38(g))
- ㄷ. must be made out in the same currency as the credit
- ㄹ. must be signed

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

53. 화환신용장통일규칙(UCP 600) 제2조 ‘정의(Definitions)’에 관한 설명으로 옳지 않은 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 Complying presentation means a presentation that is in accordance with the terms and conditions of the credit, the applicable provisions of these rules and international standard banking practice.
- ③ Confirmation means a definite undertaking of the confirming bank, in addition to that of the issuing bank, to honour or negotiate a complying presentation.
- ④ Credit means any arrangement, however named or described, that is irrevocable and thereby constitutes a definite undertaking of the issuing bank to honour a complying presentation.
- ⑤ Negotiation means the purchase by the nominated bank of drafts (drawn on a bank other than the nominated bank) and/or documents under a complying presentation, by advancing or agreeing to advance funds to the beneficiary on or after the banking day on which reimbursement is due to the nominated bank.

54. 영국해상보험법(MIA, 1906)의 내용에 관한 설명으로 옳지 않은 것은?

- ① A contract of marine insurance is a contract whereby the insurer undertakes to indemnify the assured, in manner and to the extent thereby agreed, against marine losses, that is to say, the losses incident to marine adventure.
- ② A contract of marine insurance may, by its express terms, or by usage of trade, be extended so as to protect the assured against losses on inland waters or on any land risk which may be incidental to any sea voyage.
- ③ Subject to the provisions of this Act, every lawful marine adventure may be the subject of a contract of marine insurance.
- ④ "Maritime perils" means the perils consequent on, or incidental to, the navigation of the sea, that is to say, perils of the seas, fire, war perils, pirates, rovers, thieves, captures, seizures, restraints, and detainments of princes and peoples, jettisons, barratry, and any other perils, either of the like kind or which may be designated by the policy.
- ⑤ The insurer under a contract of marine insurance has an insurable interest in his risk, and may re-insure in respect of it. Unless the policy otherwise provides, the original assured has right or interest in respect of such re-insurance.

55. Incoterms® 2010에서 CIF규칙에 관한 설명으로 옳지 않은 것은?

- ① "Cost, Insurance and Freight" means that the seller delivers the goods on board the vessel or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel.
- ② The seller must contract for and pay the costs and freight necessary to bring the goods to the named port of destination.
- ③ The seller also contracts for insurance cover against the buyer's risk of loss of or damage to the goods during the carriage. The buyer should note that under CIF the seller is required to obtain insurance on maximum cover.
- ④ This rule has two critical points, because risk passes and costs are transferred at different place.
- ⑤ While the contract will always specify a destination port, it might not specify the port of shipment, which is where risk passes to the buyer.

56. Incoterms® 2010의 주요 특징에 관한 설명으로 옳은 것은?

- ① The subtitle of the Incoterms® 2010 rules formally recognizes that they are available for application to only international sale contracts.
- ② The 11 Incoterms® 2010 rules are presented in two distinct classes: Rules for any mode or modes of transport(EXW, FAS, CPT, CIP, DAT, DAP, DDP) and Rules for sea and inland waterway transport(FCA, FOB, CFR, CIF)
- ③ Under Incoterms rules CPT, CIP, CFR, CIF, DAT, DAP, and DDP, the seller must make arrangements for the carriage of the goods to the agreed destination.
- ④ In the sale of commodities, as opposed to the sale of manufactured goods, cargo is frequently sold several times during transit "down a string". When this happens, a seller in the middle of the string "ship" the goods because these have already been shipped by the first seller in the string.
- ⑤ Previous versions of Incoterms rules have specified those documents that could not be replaced by EDI messages. Articles A1/B1 of the Incoterms® 2010 rules, however, now give electronic means of communication the same effect as paper communication, as long as the parties so agree or where customary.

57. Incoterms[®] 2010에서 DDP규칙에 관한 설명으로 옳지 않은 것은?

- ① The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for only export and to carry out all customs formalities.
- ② If the parties wish the buyer to bear all risks and costs of import clearance, the DAP rule should be used.
- ③ Any VAT or other taxes payable upon import are for the seller's account unless expressly agreed otherwise in the sales contract.
- ④ The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyer's request, risk, and expense (if any), with information that the buyer needs for obtaining insurance.
- ⑤ The buyer must pay all costs of unloading necessary to take delivery of the goods from the arriving means of transport at the named place of destination, unless such costs were for the seller's account under the contract of carriage.

58. Incoterms[®] 2010에 사용된 용어에 관한 설명으로 옳지 않은 것은?

- ① Carrier: For the purposes of the Incoterms[®] 2010 rules, the carrier is the party with whom carriage is contracted.
- ② Customs formalities: These are requirements to be met in order to comply with any applicable customs regulations and may include documentary, security, information or physical inspection obligations.
- ③ Delivery: This concept has multiple meanings in trade law and practice, but in the Incoterms[®] 2010 rules, it is used to indicate where the risk of loss of or damage to the goods passes from the seller to the buyer.
- ④ Delivery document: For many of the Incoterms[®] 2010 rules, the delivery document is a transport document or corresponding electronic record. However, with EXW, FCA, FAS and FOB, the delivery document may simply be a receipt. A delivery document may also have other functions, for example as part of the mechanism for payment.
- ⑤ The Incoterms[®] 2010 rules do deal with the parties' obligations for stowage of the packaged goods within a container or other means of transport.

59. Incoterms® 2010상 DAT 규칙의 사용지침(GUIDANCE NOTE)의 내용이다.
 ()에 들어갈 단어를 순서대로 바르게 나열한 것은?

"Delivered at Terminal" means that the seller delivers when the goods, once () from the arriving means of transport, are placed at the disposal of the buyer at a named terminal at the named port or place of destination. "Terminal" includes any place, whether covered or not, such as a quay, (), container yard or road, rail or air cargo terminal. The seller bears all risks involved in bringing the goods to and () them at the terminal at the named port or place of destination. DAT requires the seller to clear the goods for export, where applicable. However, the () has no obligation to clear the goods for import, pay any import duty or carry out any import customs formalities.

- ① loaded - warehouse - unloading - buyer
- ② loaded - factory - unloading - seller
- ③ unloaded - factory - unloading - buyer
- ④ unloaded - warehouse - loading - seller
- ⑤ unloaded - warehouse - unloading - seller

60. 국제물품매매계약에 관한 유엔협약(CISG, 1980)의 설명으로 옳지 않은 것은?

- ① This Convention does not apply to the liability of the seller for death or personal injury caused by the goods to any person.
- ② A contract of sale must be concluded in or evidenced by writing and is subject to any other requirement as to form. It may be proved by any means, including witnesses.
- ③ A late acceptance is nevertheless effective as an acceptance if without delay the offeror orally so informs the offeree or dispatches a notice to that effect.
- ④ An acceptance may be withdrawn if the withdrawal reaches the offeror before or at the same time as the acceptance would have become effective.
- ⑤ A declaration of avoidance of the contract is effective only if made by notice to the other party.

61. Incoterms® 2010상 각 규칙의 사용지침(GUIDANCE NOTE)에 관한 설명이다.
 ()에 들어갈 내용을 순서대로 바르게 나열한 것은?

(): This rule requires the seller to clear the goods for export, where applicable. However, the seller has no obligation to clear the goods for import, pay any import duty or carry out any import customs formalities. This rule may be used irrespective of the mode of transport selected and may also be used where more than one mode of transport is employed.

(): This rule may be used irrespective of the mode of transport selected and may also be used where more than one mode of transport is employed. The seller delivers the goods to the carrier or another person nominated by the seller at an agreed place (if any such place is agreed between the parties) and that the seller must contract for and pay the costs of carriage necessary to bring the goods to the named place of destination. The seller also contracts for insurance cover against the buyer's risk of loss of or damage to the goods during the carriage.

(): This rule represents the maximum obligation for the seller. The parties are well advised to specify as clearly as possible the point within the agreed place of destination, as the costs and risks to that point are for the account of the seller. The seller is advised to procure contracts of carriage that match this choice precisely.

- ① FCA - CIP - DDP ② FCA - CIF - DDP ③ FAS - CIP - DAP
 ④ FCA - CIF - DAP ⑤ FAS - CIF - DAT

62. 국제물품매매에 관한 UN협약(CISG, 1980) 제50조 '대금감액'에 관한 내용이다.
 ()에 알맞은 것은?

If the goods do not conform with the contract and whether or not the price has already been paid, the buyer may reduce the price in the same proportion as the value that the goods actually delivered had at the time of the () bears to the value that conforming goods would have had at that time.

- ① contract ② claim ③ delivery ④ payment ⑤ breach

63. 국제물품매매계약에 관한 유엔협약(CISG, 1980)의 제15조 ‘청약의 효력발생’, 제17조 ‘청약의 거절’, 제18조 ‘승낙의 시기 및 방법’에 관한 설명으로 옳은 것은?

- ① An offer becomes effective when it despatches the offeree.
- ② An offer, even if it is irrevocable, may be withdrawn if the withdrawal reaches the offeree after or at the same time as the offer.
- ③ An offer, even if it is irrevocable, is terminated when a rejection reaches the offeror.
- ④ A statement made by or other conduct of the offeree indicating assent to an offer is an acceptance. Silence or inactivity does in itself amount to acceptance.
- ⑤ An acceptance of an offer becomes effective at the moment the indication of assent reaches the offeree.

64. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제67조 ‘운송조건부 계약의 위험’에 관한 내용이다. 다음 중 ()에 들어갈 내용을 순서대로 바르게 나열한 것은?

If the contract of sale involves carriage of the goods and the seller is not bound to hand them over at (), the risk passes to the buyer when the goods are handed over to () for transmission to the buyer in accordance with ().

- ① a particular place - the buyer - the contract of sale
- ② a particular place - the first carrier - the contract of sale
- ③ the disposal of the buyer - the buyer - the contract of carriage
- ④ the disposal of the buyer - the first carrier - the contract of carriage
- ⑤ the disposal of the buyer - the first carrier - the contract of sale

65. 추심에 관한 통일규칙(URC 522) 제8조 ‘서류작성(Creation of Documents)’에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

Where the () bank instructs that either the () bank or the drawee is to create documents(bill of exchange, promissory notes, trust receipts, letters of undertaking or other documents) that were not included in the collection, the form and wording of such documents shall be provided by the () bank ; otherwise the () bank shall not be liable or responsible for the form and wording of any such document provided by the () bank and/or the drawee.

- ① collecting - remitting - collecting - remitting - collecting
- ② collecting - remitting - collecting - collecting - remitting
- ③ remitting - collecting - remitting - collecting - collecting
- ④ remitting - collecting - collecting - remitting - collecting
- ⑤ remitting - collecting - remitting - collecting - remitting

66. 영국물품매매법(Sale of Goods Act, 1979) 제2조 ‘매매계약(Contract of sale)’에 관한 설명으로 옳지 않은 것은?

- ① A contract of sale of goods is a contract by which the seller transfers or agrees to transfer the property in goods to the buyer for a money consideration, called the price.
- ② There may be a contract of sale between one part owner and another.
- ③ A contract of sale may be absolute or conditional.
- ④ Where under a contract of sale the transfer of the property in the goods is to take place at a future time or subject to some condition later to be fulfilled an agreement is called a warranty in the contract.
- ⑤ An agreement to sell becomes a sale when the time elapses or the conditions are fulfilled subject to which the property in the goods is to be transferred.

67. 국제물품매매계약에 관한 UN협약(CISG, 1980)의 내용이다. ()에 들어갈 내용을 순서대로 바르게 나열한 것은?

The seller must deliver goods which are free from any right or claim of () based on industrial property or other intellectual property, of which at the time of the () the () knew or could not have been unaware, provided that the right or claim is based on industrial property or other intellectual property.

- ① a third party - conclusion of the contract - seller
- ② the buyer - conclusion of the contract - seller
- ③ a third party - delivery of the goods - buyer
- ④ a third party - conclusion of the contract - buyer
- ⑤ the buyer - delivery of the goods - seller

68. 전자적 제시를 위한 UCP추록(eUCP Version 1.1)에 관한 설명으로 옳은 것은?

- ① A Credit subject to the eUCP ("eUCP Credit") is only subject to the UCP with express incorporation of the UCP.
- ② Where the eUCP applies, its provision shall not prevail to the extent that they would produce a result different from the application of the UCP.
- ③ An eUCP Credit must not specify the formats in which electronic records are to be presented. If the format of the electronic record is so specified, it may be presented in any format.
- ④ Electronic records may be presented separately and need not be presented at the same time.
- ⑤ Any requirement of the UCP or an eUCP Credit for presentation of one or more originals or copies of an electronic record is satisfied by the presentation of two electronic record.

69. ICC 은행간 화환신용장 대금상환에 관한 통일규칙(URR 725) 제2조 ‘정의 (Definitions)’에 관한 설명으로 옳지 않은 것은?

- ① "Issuing bank" means the bank that has issued a credit and the reimbursement authorization under that credit.
- ② "Reimbursing bank" means the bank instructed or authorized to provide reimbursement pursuant to a reimbursement authorization issued by the issuing bank.
- ③ "Reimbursement authorization" means an instruction or authorization, independent of the credit, issued by an issuing bank to a reimbursing bank to reimburse a claiming bank or, if so requested by the issuing bank, to accept and pay a time draft drawn on the reimbursing bank.
- ④ "Reimbursement claim" means a request for reimbursement from the reimbursing bank to the claiming bank.
- ⑤ "Claiming bank" means a bank that honours or negotiates a credit and present a reimbursement claim to the reimbursing bank. "Claiming bank" includes a bank authorized to present a reimbursement claim to the reimbursing bank on behalf of the bank that honours or negotiates.

70. 추심에 관한 통일규칙(URC 522)의 ‘의무 및 책임(Liabilities and Responsibilities)’에 관한 설명으로 옳지 않은 것은?

- ① Banks will act in good faith and exercise reasonable care.
- ② Goods has to be dispatched 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 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.
- ④ A party instructing another party to perform services shall be bound by and liable to indemnify the instructed party against all obligations and responsibilities imposed by foreign laws and usages.
- ⑤ Banks assume no liability or responsibility for consequences arising out of the interruption of their business by Acts of God, riots, civil commotions, insurrections, wars, or any other causes beyond their control or by strikes or lockouts.

71. 국제물품매매계약에 관한 UN계약(CISG, 1980) 제14조 ‘청약의 기준’에 관한 설명이다. 다음 중 ()에 들어갈 내용을 순서대로 바르게 나열한 것은?

A proposal for concluding a contract addressed to () constitutes an offer if it is sufficiently definite and indicates the intention of the offeror to be bound in case of (). A proposal is sufficiently definite if it indicates the goods and expressly or implicitly fixes or makes provision for determining the quantity and the price. A proposal other than one addressed to () is to be considered merely as an invitation to make offers, unless the contrary is clearly indicated by the person ().

- ① one or more specific persons - acknowledgement - one specific persons - making the proposal
- ② one or more specific persons - acceptance - one or more specific persons - making the proposal
- ③ one or more specific persons - acknowledgement - one or more specific persons - placing the order
- ④ one specific person - acceptance - one specific person - placing the order
- ⑤ one specific person - acknowledgement - one or more specific persons - placing the order

72. 다음 내용이 설명하는 용어는?

A carrier's notation disclaiming responsibility for the quantity of the cargo's contents; the quantity declared is thus purely the shipper's statement. If there is a dispute because less than contract quantity is delivered, the carrier wishes to be free from liability and the receiver will have to claim directly against the shipper or insurer.

- ① Arbitration clause
- ② Shipper's load and count(S & C)
- ③ Open policy
- ④ On deck clause
- ⑤ Letter of guarantee

73. 선하증권에 관한 법규의 통일을 위한 국제협약(Hague Rules, 1924) 제1조의 정의가 옳은 것은?

- ① "Carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper.
- ② "Contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by ship or by other modes of transport.
- ③ "Ship" means any vessel used for the carriage of goods by sea or air.
- ④ "Goods" includes goods, wares, merchandise, and articles of every kind whatsoever including live animals.
- ⑤ "Carriage of goods" covers the period from the time when the goods are discharged on to the time they are loaded from the ship.

74. 다음은 국제물품복합운송에 관한 유엔협약(1980) 제6조 '유통가능한 복합운송 서류(Negotiable multimodal transport document)'에 관한 내용이다. 이에 해당되지 않는 것은?

Where a multimodal transport document is issued in negotiable form:

- ① It shall be made out to order or to bearer.
- ② If made out to order it shall be transferable by endorsement.
- ③ If made out to bearer it shall be transferable without endorsement.
- ④ If issued in a set of more than one original it shall indicate the number of originals in the set.
- ⑤ If any copies of documents are issued, it shall be marked "negotiable copy".

75. 협회적하약관(ICC, 2009) 제4조 '일반면책약관(General Exclusions Clause)'에 관한 설명으로 옳지 않은 것은?

- ① loss damage or expense attributable to wilful misconduct of the Assured.
- ② ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.
- ③ loss damage or expense caused by sufficiency or suitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance.
- ④ loss damage or expense caused by inherent vice or nature of the subject-matter insured.
- ⑤ loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

76. 다음 () 안에 공통적으로 들어갈 단어로 옳은 것은?

A sample invoice provided by an exporter prior to a sale or shipment of merchandise, informing the buyer of the price, kinds and quantities of goods to be sent, and important specifications(weight, size, and similar characteristics). The () not only acts as the contractual offer(which may be accepted by the importer's transmission of a purchase order), it is intended to be exactly replicated in the final commercial invoice, so that the buyer receives no surprises as regards either the goods or the price. Importers may need a () to be able to apply for an import licence or a foreign exchange permit.

- ① Tax invoice ② Consular invoice ③ Customs invoice
④ Pro forma invoice ⑤ Official invoice

77. 국제물품복합운송에 관한 유엔협약(1980) 제5장 '청구 및 소송(Claims and Actions)'에 관한 설명으로 옳지 않은 것은?

- ① Unless notice of loss or damage, specifying the general nature of such loss or damage, is given in writing by the consignee to the multimodal transport operator not later than the working day after the day when the goods were handed over to the consignee, such handing over is prima facie evidence of the delivery by the multimodal transport operator of the goods as described in the multimodal transport document.
- ② If the state of the goods at the time they were handed over to the consignee has been the subject of a joint survey or inspection by the parties or their authorized representatives at the place of delivery, notice in writing need not be given of loss or damage ascertained during such survey or inspection.
- ③ The limitation period commences on the day after the day on which the multimodal transport operator has delivered the goods or part thereof or, where the goods have not been delivered, on the day after the last day on which the goods should have been delivered.
- ④ Subject to the provisions of this article 27, parties may provide by agreement evidenced in writing that any dispute that may arise relating to international multimodal transport under this Convention shall be referred to arbitration.
- ⑤ Nothing in this article 27 shall not affect the validity of an agreement on arbitration made by the parties after the claim relating to the international multimodal transport has arisen.

78. 영국해상보험법(MIA, 1906)의 보험증권에 관한 내용이다. ()에 들어갈 단어로 옳은 것은?

() is a policy which does not specify the value of the subject-matter insured, but, subject to the limit of the sum insured, leaves the insurable value to be subsequently ascertained, in the manner herein-before specified.

- ① A floating policy ② A time policy ③ A valued policy
④ An unvalued policy ⑤ A voyage policy

79. 전자선하증권에 관한 CMI규칙(1990) 제2조 ‘정의(Definitions)’ 및 제3조 ‘절차규칙(Rules of procedure)’에 관한 설명으로 옳은 것은?

- ① In the event of a dispute arising between the parties as to the data actually transmitted, an Electronic Monitoring System may be used to verify the data received. Data concerning other transactions not related to the data in dispute are to be considered as trade secrets and thus not available for examination.
② "Contract of Carriage" means any agreement to carry goods wholly or partly by air.
③ "Public Key" means any technically appropriate form, such as a combination of numbers and/or letters, which the parties may agree for securing the authenticity and integrity of a Transmission.
④ "Electronic Storage" means any temporary, intermediate or permanent storage of electronic data including only the primary storage of such data.
⑤ Unless otherwise agreed, a recipient of a Transmission is authorised to act on a Transmission although he hasn't sent a Confirmation.

80. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

- Where two or more policies are effected by or on behalf of the assured on the same adventure and interest or any part thereof, and the sums insured exceed the indemnity allowed by this Act, the assured is said to be over-insured by (ㄱ).
- Subject to any express provision in the policy, there is a (ㄴ) where the subject-matter insured is reasonably abandoned on account of its actual total loss appearing to be unavoidable, or because it could not be preserved from actual total loss without an expenditure which would exceed its value when the expenditure had been incurred.

- ① ㄱ: double insurance - ㄴ: general average
- ② ㄱ: double insurance - ㄴ: constructive total loss
- ③ ㄱ: double insurance - ㄴ: partial loss
- ④ ㄱ: co-insurance - ㄴ: constructive total loss
- ⑤ ㄱ: co-insurance - ㄴ: general average