

## 무역영어

41. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제1장 ‘적용의 범위 (SPHERE OF APPLICATION)’상 적용예외 사항이 아닌 것은?

- ① This Convention does not apply to sales on execution or otherwise by authority of law.
- ② This Convention does not apply to carriage performed under the terms of any international postal convention.
- ③ This Convention does not apply to sales of stocks, shares, investment securities, negotiable instruments or money.
- ④ This Convention does not apply to contracts in which the preponderant part of the obligations of the party who furnishes the goods consists in the supply of labour or other services.
- ⑤ This Convention does not apply to the liability of the seller for death or personal injury caused by the goods to any person.

42. 국제물품복합운송에 관한 유엔협약(MT조약, 1980) 제1조 ‘정의(DEFINITIONS)’의 내용으로 옳지 않은 것은?

- ① “Multimodal transport contract” means a contract whereby a multimodal transport operator undertakes, against payment of freight, to perform or to procure the performance of international multimodal transport.
- ② “Consignee” means the person entitled to take delivery of the goods.
- ③ “Multimodal transport document” means a document which evidences a multimodal transport contract, the taking in charge of the goods by the multimodal transport operator, and an undertaking by him to deliver the goods in accordance with the terms of that contract.
- ④ “Multimodal transport unit” means a container, swap body, semi-trailer or other comparable loading unit used in intermodal transport.
- ⑤ “International convention” means an international agreement concluded among States in written form and governed by international law.



46. 협회적하약관(ICC, 2009) 제9조 ‘운송계약종료조항(Termination of Contract of Carriage Clause)’ 내용 중 일부이다. ( )에 공통으로 들어갈 숫자는?

- until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of ( ) days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
- if the subject-matter insured is forwarded within the said period of ( ) days(or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

- ① 15                      ② 30                      ③ 45                      ④ 60                      ⑤ 120

47. 화환신용장통일규칙(UCP 600) 내용 중 일부이다. 밑줄 친 THIS DOCUMENT는 무엇인가?

- THIS DOCUMENT, must appear to:
- be signed by the master or a named agent for or on behalf of the master, or the owner or a named agent for or on behalf of the owner, or the charterer or a named agent for or on behalf of the charterer.
  - indicate that the goods have been shipped on board a named vessel at the port of loading stated in the credit by pre-printed wording, or an on board notation indicating the date on which the goods have been shipped on board.
  - indicate shipment from the port of loading to the port of discharge stated in the credit. The port of discharge may also be shown as a range of ports or a geographical area, as stated in the credit.

- ① Courier Receipt
- ② Charter Party Bill of Lading
- ③ Air Transport Document
- ④ Commercial Invoice
- ⑤ Road, Rail or Inland Waterway Transport Documents

48. 해상화물운송에 관한 유엔협약(Hamburg Rules, 1978) 제5조 ‘책임의 원칙 (Basis of liability)’에 해당하는 것은?

- ① The carrier is liable for damage sustained in the event of the destruction or loss of, or of damage to, any registered luggage or any goods, if the occurrence which caused the damage so sustained took place during the carriage.
- ② The carrier shall be relieved of this liability to the extent that the loss or damage arises from carriage in open wagons when it has been expressly agreed and entered in the consignment note.
- ③ The carrier shall not be relieved of liability by reason of the defective condition of the vehicle used by him in order to perform the carriage.
- ④ The carrier is not liable, except in general average, where loss, damage or delay in delivery resulted from measures to save life or from reasonable measures to save property at sea.
- ⑤ The fact that goods have not been delivered within fourteen days from the time when the carrier took over the goods, shall be conclusive evidence of the loss of the goods.

49. ICC 은행간 화환신용장 대금상환에 관한 통일 규칙(URR 725)의 A(GENERAL PROVISIONS AND DEFINITIONS)와 B(LIABILITIES AND RESPONSIBILITIES)에 명시된 내용으로 옳지 않은 것은?

- ① For the purpose of these rules, branches of a bank in different countries are considered to be same banks.
- ② In a bank-to-bank reimbursement subject to these rules, the reimbursing bank acts on the instructions and under the authority of the issuing bank.
- ③ These rules are not intended to override or change the provisions of the Uniform Customs and Practice for Documentary Credits.
- ④ The issuing bank is responsible for indicating in the documentary credit(“credit”) that reimbursement is subject to these rules.
- ⑤ Except as provided by the terms of its reimbursement undertaking, a reimbursing bank is not obligated to honour a reimbursement claim.

50. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제20조 ‘승낙기간의 해석’에 관한 설명으로 옳은 것을 모두 고른 것은?

- ㄱ. A period of time for acceptance fixed by the offeror in a telegram or a letter begins to run from the moment the telegram is handed in for dispatch or from the date shown on the letter or, if no such date is shown, from the date shown on the envelope.
- ㄴ. A period of time for acceptance fixed by the offeror by telephone, telex or other means of instantaneous communication, begins to run from the moment that the offer reaches the offeror.
- ㄷ. Official holidays or non-business days occurring during the period for acceptance are included in calculating the period.
- ㄹ. However, if a notice of acceptance cannot be delivered at the address of the offeror on the last day of the period because that day falls on an official holiday or a non-business day at the place of business of the offeror, the period is extended until the first business day which follows.

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

51. 전자식선하증권에 관한 CMI규칙(1990) 제4조 ‘화물수령통신문의 형식 및 내용 (Form and content of the receipt message)’에 관한 설명으로 옳지 않은 것은?

- ① The carrier, upon receiving the goods from the shipper, shall give notice of the receipt of the goods to the shipper by a message at the electronic address specified by the shipper.
- ② This receipt message shall include the description of the goods, with any representations and reservations, in the same tenor as would be required if a paper bill of lading were issued.
- ③ This receipt message shall not include a reference to the carrier’s terms and conditions of carriage.
- ④ Upon demand of the Holder, the receipt message shall be updated with the date and place of shipment as soon as the goods have been loaded on board.
- ⑤ The shipper must confirm this receipt message to the carrier, upon which Confirmation the shipper shall be the Holder.

52. 화환신용장통일규칙(UCP 600)상 제35조 ‘송달 및 번역에 대한 면책(Disclaimer on Transmission and Translation)’, 제36조 ‘불가항력(Force Majeure)’, 제37조 ‘피지시인의 행위에 대한 면책(Disclaimer for Acts of an Instructed Party)’에 관한 설명으로 옳은 것은?

- ① A credit or amendment should not stipulate that the advising to a beneficiary is conditional upon the receipt by the advising bank or second advising bank of its charges.
- ② If a credit states that charges are for the account of the beneficiary and charges cannot be collected or deducted from proceeds, the issuing bank assumes no liability or responsibility for payment of charges.
- ③ A bank assumes no liability or responsibility for the consequences arising out of the interruption of its business by acts of terrorism. A bank will, upon resumption of its business, honour or negotiate under a credit that expired during such interruption of its business.
- ④ A bank instructing another bank to perform services is not liable for any commissions, fees, costs or expenses ("charges") incurred by that bank in connection with its instructions.
- ⑤ If a nominated bank determines that a presentation is complying and forwards the documents to the issuing bank, whether or not the nominated bank has honoured or negotiated, an issuing bank must not honour or negotiate, or reimburse that nominated bank.

53. Incoterms<sup>®</sup> 2010의 EXW에 관한 설명으로 옳지 않은 것은?

- ① 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.
- ② "Ex Works" means that the seller delivers when it places the goods at the disposal of the buyer at the seller's premises or at another named place.
- ③ The seller must pay the costs of any mandatory pre-shipment inspection, including inspection mandated by the authorities of the country of export.
- ④ A buyer who buys from a seller on an EXW basis for export needs to be aware that the seller has an obligation to provide only such assistance as the buyer may require to effect that export: the seller is not bound to organize the export clearance.
- ⑤ The buyer has limited obligations to provide to the seller any information regarding the export of the goods.

54. 해상화물운송에 관한 유엔협약(Hamburg Rules, 1978)의 제1조 ‘정의 (Definitions)’에 관한 내용이다. ( )에 들어갈 내용을 순서대로 바르게 나열한 것은?

- ( ) means any person to whom the performance of the carriage of the goods, or of part of the carriage, has been entrusted by the carrier, and includes any other person to whom such performance has been entrusted.
- ( ) means any contract whereby the carrier undertakes against payment of freight to carry goods by sea from one port to another; however, a contract which involves carriage by sea and also carriage by some other means is deemed to be a contract of carriage by sea for the purposes of this Convention only in so far as it relates to the carriage by sea.
- ( ) means a document which evidences a contract of carriage by sea and the taking over or loading of the goods by the carrier, and by which the carrier undertakes to deliver the goods against surrender of the document.

- ① Carrier - Contract of carriage by multimodal Transport - Seaway bill
- ② Carrier - Contract of carriage by sea - Bill of lading
- ③ Actual carrier - Contract of carriage by multimodal Transport - Transport document
- ④ Actual carrier - Contract of carriage by sea - Bill of lading
- ⑤ Actual carrier - Contract of carriage by multimodal Transport - Seaway bill

55. 다음은 비즈니스계약서 내용 중 일부이다. 이 조항에 해당하는 것은?

The buyer agrees that the confidential information shall be the valuable asset of the seller and agrees to hold it in strict confidence for the exclusive use and benefit of the seller and not to use or disclose the same to any third party at any time without prior written consent.

- ① Entire agreement
- ② Warranty
- ③ Arbitration
- ④ Infringement
- ⑤ Secrecy

56. 국제물품복합운송에 관한 유엔협약(MT조약, 1980)상 제3장 ‘복합운송인의 책임 (Liability of the multimodal transport operator)’에 관한 설명으로 옳은 것은?

- ① The multimodal transport operator shall be liable for loss sustained by the consignor if such loss is caused by the fault or neglect of the consignor, or his servants or agents when such servants or agents are acting within the scope of their employment.
- ② Delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which it would be reasonable to require of a diligent consignor, having regard to the circumstances of the case.
- ③ The defences and limits of liability provided for in this Convention shall apply in any action against the multimodal transport operator in respect of loss resulting from loss of or damage to the goods, as well as from delay in delivery, whether the action be founded in contract without tort.
- ④ The multimodal transport operator is deemed to be in charge of the goods from the time he has taken over the goods from an authority or other third party to whom, pursuant to law or regulations applicable at the place of taking in charge, the goods must be handed over for transport.
- ⑤ The multimodal transport operator shall mark or label in a suitable manner dangerous goods as dangerous. Where the multimodal transport operator hands over dangerous goods, the multimodal transport operator shall inform the consignor of the dangerous character of the goods.

57. 추심에 관한 통일규칙(URC 522)상 제1조 ‘URC 522의 적용(Application of URC 522)’, 제2조 ‘추심의 정의(Definition of Collection)’에 관한 설명으로 옳은 것은?

- ① The Uniform Rules for Collections, 1995 Revision, ICC Publication No. 522, shall apply to all collections where such rules are incorporated into the "collection contract".
- ② Banks shall have no obligation to handle either a collection or any collection instruction or subsequent related instructions.
- ③ "Commercial documents" means invoices, transport documents, documents of title or other similar documents, or any other documents whatsoever, being financial documents.
- ④ "Collection" means the handling by banks of documents in accordance with sales contract, in order to require payment and/or acceptance.
- ⑤ "Clean collection" means collection of commercial documents not accompanied by financial documents.

58. 화환신용장통일규칙(UCP 600)에 관한 내용이다. ( )에 들어갈 단어를 순서대로 바르게 나열한 것은?

- The expression ( ) or similar will be interpreted as a stipulation that an event is to occur during a period of five calendar days before until five calendar days after the specified date, both start and end dates included.
- The words "to", "until" and ( ) when used to determine a period of shipment include the date or dates mentioned, and the words "after" exclude the date mentioned.
- The words ( ) and "after" when used to determine a maturity date exclude the date mentioned.

- ① on or about - between - from                      ② on or about - till - before
- ③ on or about - from - before                      ④ by - till - from
- ⑤ by - between - at

59. Incoterms<sup>®</sup> 2010의 서문(Introduction)상 ‘사용방법(How to use the Incoterms<sup>®</sup> 2010 rules)’에 관한 설명으로 옳지 않은 것은?

- ① If you want the Incoterms<sup>®</sup> 2010 rules to apply to your contract, you should make this clear in the contract, through such words as, "[the chosen Incoterms rule including the named place, followed by] Incoterms<sup>®</sup> 2010".
- ② Whichever Incoterms rule is chosen, the parties should be aware that the interpretation of their contract may well be influenced by customs particular to the port or place being used.
- ③ The chosen Incoterms rule can work only if the parties name a place or port, and will work best if the parties specify the place or port as precisely as possible.
- ④ Incoterms rules do say which party to the sale contract has the obligation to make carriage or insurance arrangements, when the seller delivers the goods to the buyer, and which costs each party is responsible for.
- ⑤ The parties should be aware that mandatory local law cannot override any aspect of the sale contract, including the chosen Incoterms rule.

60. Incoterms® 2010에서 거래조건별 당사자 의무 조항이 바르게 나열된 것은?

	THE SELLER'S OBLIGATIONS	THE BUYER'S OBLIGATIONS
①	A4 Taking delivery	B4 Delivery
②	A6 Assistance with information and related costs	B6 Assistance with information and related costs
③	A7 Notices to the seller	B7 Notices to the buyer
④	A8 Proof of delivery	B8 Delivery document
⑤	A9 Checking-packaging-marking	B9 Inspection of goods

61. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제97조 ‘협약에 관한 선언 절차’에 관한 설명으로 옳지 않은 것은?

- ① Declarations made under this Convention at the time of signature are subject to confirmation upon ratification, acceptance or approval.
- ② Declarations and confirmations of declarations are to be in writing and be formally notified to the depositary.
- ③ A declaration takes effect simultaneously with the entry into force of this Convention in respect of the State concerned.
- ④ However, a declaration of which the depositary receives formal notification after such entry into force takes effect on the first day of the month following the expiration of three months after the date of its receipt by the depositary.
- ⑤ Any State which makes a declaration under this Convention may withdraw it at any time by a formal notification in writing addressed to the depositary.

62. 영국해상보험법(MIA, 1906) 내용 일부이다. ( )에 들어갈 용어로 옳은 것은?

( ) means the charges recoverable under maritime law by a salvor independently of contract. They do not include the expenses of services in the nature of salvage rendered by the assured or his agents, or any person employed for hire by them, for the purpose of averting a peril insured against. Such expenses, where properly incurred, may be recovered as particular charges or as a general average loss, according to the circumstances under which they were incurred.

- ① Demurrage
- ② Salvage charges
- ③ Despatch money
- ④ Storage charges
- ⑤ Congestion surcharges

63. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제38조 ‘물품의 검사시기’에 관한 내용이다. ( )에 들어갈 내용을 순서대로 바르게 나열한 것은?

- The buyer must examine the goods, or cause them to be examined, within as ( ) a period as is practicable in the circumstances.
- If the contract involves carriage of the goods, examination may be deferred ( ) after the goods have arrived at their destination.
- If the goods are redirected in transit or redispached by the buyer without a reasonable opportunity for examination by him and at the time of the conclusion of the contract the seller knew or ought to have known of the possibility of such redirection or redispach, examination may be deferred ( ) after the goods have arrived at the ( ).

- ① short - till - to - new destination
- ② short - to - till - new place
- ③ short - until - until - new destination
- ④ long - to - until - new place
- ⑤ long - until - to - new destination

64. Incoterms® 2010에서 CIP규칙에 관한 설명으로 옳은 것을 모두 고른 것은?

- ㄱ. “Carriage and Insurance Paid to” means that 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.
- ㄴ. The seller also contracts for insurance cover against the buyer’s risk of loss of or damage to the goods during the carriage.
- ㄷ. The buyer should note that under CIP the seller is required to obtain insurance on maximum cover.
- ㄹ. CIP requires the buyer to clear the goods for export, where applicable. However, the buyer has no obligation to clear the goods for import, pay any import duty or carry out any import customs formalities.

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

65. 화환신용장통일규칙(UCP 600) 제10조 ‘조건변경(Amendments)’에 관한 설명으로 옳은 것을 모두 고른 것은?

- ㄱ. An issuing bank may, however, choose to advise an amendment with extending its confirmation and, if so, it must inform the confirming bank with delay and inform the beneficiary in its advice.
- ㄴ. The terms and conditions of the original credit(or a credit incorporating previously accepted amendments) will remain in force for the beneficiary until the beneficiary communicates its acceptance of the amendment to the bank that advised such amendment.
- ㄷ. The beneficiary should give notification of acceptance or rejection of an amendment.
- ㄹ. If the beneficiary fails to give such notification, a presentation that complies with the credit and to any not yet accepted amendment cannot be deemed to be notification of acceptance by the beneficiary of such amendment.

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

66. 전자적 제시를 위한 UCP추록(eUCP Version 1.1) 제e5조 ‘제시(Presentation)’에 관한 설명으로 옳지 않은 것은?

- ① Electronic records may be presented separately and need not be presented at the same time.
- ② If an eUCP credit allows for presentation of one or more electronic records, the beneficiary is responsible for providing a notice to the bank to which presentation is made signifying when the presentation is complete.
- ③ The notice of completeness may be given as an electronic record or paper document and must identify the eUCP credit to which it relates. Presentation is deemed not to have been made if the beneficiary’s notice is not received.
- ④ Each presentation of an electronic record and the presentation of paper documents under an eUCP credit must identify the eUCP credit under which it is presented.
- ⑤ An electronic record that cannot be authenticated is deemed to have been presented.

67. 영국물품매매법(SGA, 1979) 제30조 ‘하자 있는 수량의 인도(Delivery of wrong quantity)’에 관한 설명으로 옳지 않은 것은?

- ① Where the seller delivers to the buyer a quantity of goods less than he contracted to sell, the buyer may reject them, but if the buyer accepts the goods so delivered he must pay for them at the contract rate.
- ② Where the seller delivers to the buyer a quantity of goods larger than he contracted to sell, the buyer may accept the goods included in the contract and reject the rest, or he may reject the whole.
- ③ Where the seller delivers to the buyer a quantity of goods larger than he contracted to sell and the buyer accepts the whole of the goods so delivered he must pay for them at the contract rate.
- ④ Where the seller delivers to the buyer the goods he contracted to sell mixed with goods of a different description not included in the contract, the buyer cannot accept the goods which are in accordance with the contract and reject the rest, or he can reject the whole.
- ⑤ This section is subject to any usage of trade, special agreement, or course of dealing between the parties.

68. 영국해상보험법(MIA, 1906) 제71조 ‘화물, 상품 등의 분손(Partial loss of goods, merchandise, etc.)’에 관한 내용 일부이다. ( )에 들어갈 용어를 순서대로 바르게 나열한 것은?

( ) means the wholesale price or, if there be no such price, the estimated value, with, in either case, freight, landing charges, and duty paid beforehand; provided that, in the case of goods or merchandise customarily sold in bond, the bonded price is deemed to be the ( ). ( ) means the actual price obtained at a sale where all charges on sale are paid by the sellers.

- ① Gross proceeds - amount proceeds - Total value
- ② Total value - gross value - Total proceeds
- ③ Total proceeds - amount proceeds - Total value
- ④ Gross value - gross value - Gross proceeds
- ⑤ Total proceeds - amount proceeds - Gross value

69. 외국중재판정의 승인 및 집행에 관한 유엔협약(뉴욕협약, 1958)에 관한 설명으로 옳은 것은?

- ㄱ. The term “arbitral awards” shall include not only awards made by arbitrators appointed for each case but also those made by permanent arbitral bodies to which the parties have submitted.
- ㄴ. The term “agreement in writing” shall not include an arbitral clause in a contract or an arbitration agreement, signed by the parties or contained in an exchange of letters or telegrams.
- ㄷ. This Convention shall come into force on the sixtieth day following the date of deposit of the third instrument of ratification or accession.
- ㄹ. Any Contracting State may denounce this Convention by a written notification to the Secretary-General of the United Nations. Denunciation shall take effect one year after the date of receipt of the notification by the Secretary-General.

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

70. 해상화물운송에 관한 유엔협약(Hamburg Rules, 1978) 제10조 ‘운송인과 실제운송인의 책임(Liability of the carrier and actual carrier)’에 관한 내용으로 옳지 않은 것은?

- ① All the provisions of this Convention governing the responsibility of the carrier also apply to the responsibility of the actual carrier for the carriage performed by him.
- ② Any special agreement under which the carrier assumes obligations not imposed by this Convention or waives rights conferred by this Convention affects the actual carrier only if agreed to by him expressly and in writing.
- ③ Where and to the extent that both the carrier and the actual carrier are liable, their liability is joint and several.
- ④ The aggregate of the amounts recoverable from the carrier, the actual carrier and their servants and agents shall not exceed the limits of liability provided for in this Convention.
- ⑤ Nothing in this article shall prejudice any right of responsibility as between the carrier and the actual carrier.



73. Incoterms® 2010상 각 규칙 ‘사용지침(GUIDANCE NOTE)’에 관한 설명이다.  
 ( )에 들어갈 용어를 순서대로 바르게 나열한 것은?

( ): 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 parties are well advised to identify as precisely as possible in the contract both the place of delivery, where the risk passes to the buyer, and the named place of destination to which the seller must contract for the carriage.

( ): 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 means that the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination.

( ): This rule is to be used only for sea or inland waterway transport. The seller is required either to deliver the goods alongside the ship or to procure goods already so delivered for shipment.

- ① CFR - DAP - FCA      ② CPT - DDP - FOB      ③ CFR - DDP - FAS  
 ④ CPT - DAP - FAS      ⑤ CIP - DAP - FCA

74. 다음 내용으로 개설되어지는 신용장으로 적합한 것은?

This Credit shall not be available unless and until standard prime banker's irrevocable letter in favor of New Korea Trading Co., Ltd., Seoul for account of Budapest International Inc., Hungary for an aggregate amount of US\$1,000,000 have been issued pursuant to contracts for the export of OLED display panels from Busan to Budapest.

- ① letter of instruction      ② back to back credit      ③ letter of indication  
 ④ traveler's credit      ⑤ stale credit

75. 국제물품복합운송에 관한 유엔협약(MT조약, 1980) 제8조 ‘복합운송증권의 내용 (Contents of the multimodal transport document)’에 포함되지 않는 것은?

- ① The apparent condition of the goods
- ② The consignee, if named by the consignor
- ③ The name of the letter of representation
- ④ The name and principal place of business of the multimodal transport operator
- ⑤ The place of delivery of the goods

76. 국제항공운송에 관한 규칙의 통일을 위한 협약(Warsaw Convention, 1929) 제3장 ‘운송인의 책임(Liability of the Carrier)’에 관한 내용으로 옳지 않은 것은?

- ① The carriage by air within the meaning of the preceding paragraph comprises the period during which the luggage or goods are in charge of the owner, whether in an aerodrome or on board an aircraft, or, in the case of a landing inside an aerodrome, in any place whatsoever.
- ② The carrier is liable for damage sustained in the event of the destruction or loss of, or of damage to, any registered luggage or any goods, if the occurrence which caused the damage so sustained took place during the carriage by air.
- ③ The carrier is liable for damage sustained in the event of the death or wounding of a passenger or any other bodily injury suffered by a passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.
- ④ The period of the carriage by air does not extend to any carriage by land, by sea, or by river performed outside an aerodrome.
- ⑤ If, however, such a carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.

77. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제1조 ‘적용의 기본원칙’에 관한 설명으로 옳지 않은 것은?

- ① This Convention applies to contracts of sale of goods between parties whose places of business are in different States: when the States are Contracting States.
- ② The fact that the parties have their places of business in different States is to be disregarded whenever this fact does not appear either from the contract or from any dealings between, or from information disclosed by, the parties at any time before or at the conclusion of the contract.
- ③ For the purpose of these rules: Presentation means either the delivery of documents under a credit to the issuing bank or nominated bank or the documents so delivered.
- ④ Neither the nationality of the parties nor the civil or commercial character of the parties or of the contract is to be taken into consideration in determining the application of this Convention.
- ⑤ This Convention applies to contracts of sale of goods between parties whose places of business are in different States: when the rules of private international law lead to the application of the law of a Contracting State.

78. Incoterms<sup>®</sup> 2010의 서문(INTRODUCTION) 중 ‘규칙의 변형(Variants of Incoterms rules)’에 관한 내용이다. ( )에 들어갈 알맞은 용어는?

In order to avoid any unwelcome surprises, the parties would need to make the intended effect of such alterations extremely clear in their contract. Thus, for example, if the allocation of ( ) in the Incoterms<sup>®</sup> 2010 rules is altered in the contract, the parties should also clearly state whether they intend to vary the point at which the risk passes from seller to buyer.

- ① costs                      ② insurance                      ③ damages                      ④ risk                      ⑤ shipments

79. 추심에 관한 통일규칙(URC 522, 1995) 제10조 ‘서류 vs. 물품/용역/이행 (Documents vs. Goods/Services/Performances)’에 관한 설명으로 옳은 것은?

- ① Goods should not be despatched directly to the address of a bank or consigned to or to the order of a bank with prior agreement on the part of that bank.
- ② Banks have obligation to take any action in respect of the goods to which a documentary collection relates, including storage and insurance of the goods even when specific instructions are given to do so.
- ③ Nevertheless, in the case that banks take action for the protection of the goods, whether instructed or not, they assume no liability or responsibility with regard to the fate and/or conditions of the goods and/or for any acts and/or omissions on the part of any third parties entrusted with the custody and/or protection of the goods.
- ④ However, the collecting bank must advise without delay the bank from which the consigned instruction was received of any such action taken.
- ⑤ 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 sent the collection.

80. 화환신용장통일규칙(UCP 600) 제3조 ‘해석(Interpretations)’ 중 ‘무역용어’에 관한 설명으로 옳지 않은 것은?

- ① A document may be signed by handwriting, facsimile signature, perforated signature, stamp, symbol or any other mechanical or electronic method of authentication.
- ② A requirement for a document to be legalized, visaed, certified or similar will be satisfied by any signature, mark, stamp or label on the document which appears to satisfy that requirement.
- ③ Terms such as "first class", "well known", "qualified", "independent", "official", "competent" or "local" used to describe the issuer of a document not allow any issuer except the beneficiary to issue that document.
- ④ Unless required to be used in a document, words such as "prompt", "immediately" or "as soon as possible" will be disregarded.
- ⑤ The terms "beginning", "middle" and "end" of a month shall be construed respectively as the 1st to the 10th, the 11th to the 20th and the 21st to the last day of the month, all dates inclusive.