

무역영어

41. 전자적 제시를 위한 UCP추록(eUCP Version 1.1) 제e7조 ‘거절통지(Notice of Refusal)’이다. ()에 들어갈 내용으로 옳은 것은?

If an issuing bank, the confirming bank, if any, or a nominated bank acting on their behalf, provides a notice of refusal of a presentation which includes electronic records and does not receive instructions from the party to which notice of refusal is given within () from the date the notice of refusal is given for the disposition of the electronic records, the bank shall return any paper documents not previously returned to the presenter but may dispose of the electronic records in any manner deemed appropriate without any responsibility.

- ① 5 banking days ② 5 calendar days ③ 15 calendar days
④ 30 banking days ⑤ 30 calendar days

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

- ① This monetary unit corresponds to sixty-five and a half milligrammes of gold of millesimal fineness nine hundred.
② 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.
③ 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 arrival of the ship at the port of discharge of the goods concerned.
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 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.

43. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제12조의 내용으로 옳지 않은 것은?

Any provision of article 11, article 29 or Part II of this Convention that ①does not allow a contract of sale or its modification or termination ②by agreement or any offer, acceptance or other indication of intention to be made in any form other than in writing ③does not apply where any party has his place of business in a Contracting State which has made a declaration ④under article 96 of this Convention. The parties ⑤may not derogate from or vary the effect of this article.

- ① does not allow
- ② by agreement or any offer, acceptance or other indication of intention
- ③ does not apply
- ④ under article 96 of this Convention
- ⑤ may not derogate

44. 협회적하약관(Institute Cargo Clause, 2009) ICC(A)의 제10조 ‘항해의 변경(Change of Voyage)’에 관한 설명으로 옳지 않은 것은?

Where, after attachment of this insurance, the destination is changed ①by the Assured, this must be notified promptly to ②Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available ③at a reasonable commercial market rate on reasonable market terms.

Where the subject-matter insured commences the transit contemplated by this insurance, but, ④without the knowledge of the Assurer or their employees the ship sails for another destination, this insurance ⑤will nevertheless be deemed to have attached at commencement of such transit.

- ① by the Assured
- ② Insurers for rates and terms to be agreed
- ③ at a reasonable commercial market rate on reasonable market terms
- ④ without the knowledge of the Assurer or their employees
- ⑤ will nevertheless be deemed to

45. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제58조의 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

(1) If the () is not bound to pay the price at any other specific time, he must pay it when the seller places either the goods or documents controlling their disposition at the buyer's disposal in accordance with the contract and this Convention. The () may make such payment a condition for handing over the goods or documents.

(2) If the contract involves carriage of the goods, the () may dispatch the goods on terms whereby the goods, or documents controlling their disposition, will not be handed over to the () except against payment of the price.

(3) The () is not bound to pay the price until he has had an opportunity to examine the goods, unless the procedures for delivery or payment agreed upon by the parties are inconsistent with his having such an opportunity.

- ① buyer - seller - seller - buyer - buyer
- ② buyer - seller - buyer - buyer - seller
- ③ seller - buyer - seller - seller - buyer
- ④ seller - seller - buyer - buyer - buyer
- ⑤ buyer - seller - seller - seller - seller

46. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제73조의 내용으로 옳은 것은?

In the case of a contract for delivery of goods by ㉠partial shipment, if the failure of one party to perform any of his obligations in respect of any ㉡instalments constitutes a ㉢fundamental breach of contract with respect to that ㉣transshipment, the other party may declare the contract avoided with respect to that ㉤instalment.

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

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

- ① These Rules shall apply when adopted by a contract of carriage which is covered by a bill of lading or similar document of title, whether the contract be in writing or not.
- ② "Contract of carriage" shall mean any contract of carriage subject to these Rules which is to be performed wholly or partly by sea.
- ③ "Carrier" and "Shipper" shall mean the parties named in or identifiable as such from the contract of carriage.
- ④ The shipper on entering into the contract of carriage does so not only on his own behalf but also as agent for and on behalf of the consignee, and warrants to the carrier that he has authority so to do.
- ⑤ This rule shall 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. The consignee shall be under no greater liability than he would have been had the contract of carriage been covered by a bill of lading or similar document of title.

48. Incoterms[®] 2010 CIF 규칙에 관한 설명으로 옳은 것은?

- ① The seller has to clear the goods for import, pay any import duty or carry out any import customs formalities.
- ② The buyer must contract for and pay the costs and freight necessary to bring the goods to the named port of destination.
- ③ The buyer contracts for insurance cover against the seller's risk of loss of or damage to the goods during the carriage.
- ④ The buyer should note that under CIF he is required to obtain insurance only on minimum cover.
- ⑤ The seller is required either to deliver the goods on board the vessel or to procure goods already so delivered for shipment to the destination.

49. 다음 내용이 설명하는 계약 조항은?

A clause in a contract that is intended to cover cases in which unforeseen events occur that fundamentally alter the equilibrium of a contract resulting in an excessive burden being placed on one of the parties involved.

- ① Litigation clause ② Institute cargo clause ③ Arbitration clause
- ④ Hardship clause ⑤ Claim clause

50. Incoterms® 2010 DAT 규칙에 관한 설명으로 옳은 것은?

- ① "Delivered at Terminal" means that the seller delivers when the goods, once unloaded from the arriving means of transport, are placed at the disposal of the carrier at a named terminal at the named port or place of destination.
- ② The seller bears all risks involved in bringing the goods to and unloading them at the terminal at the named port or place of destination.
- ③ The parties are well advised to specify as clearly as possible the terminal and, if possible, a specific point within the terminal at the agreed port or place of destination, as the risks to that point are for the account of the buyer.
- ④ If the parties intend the buyer to bear the risks and costs involved in transporting and handling the goods from the terminal to another place, then the DAP or DDP rules should be used.
- ⑤ The seller has an obligation to clear the goods for import, pay any import duty or carry out any import customs formalities.

51. 화환신용장통일규칙(UCP 600)의 일부이다. 아래의 내용에 해당하는 것은?

Consequently, the undertaking of a bank to honour, to negotiate or to fulfil any other obligation under the credit is not subject to claims or defences by the applicant resulting from its relationships with the issuing bank or the beneficiary.

A beneficiary can in no case avail itself of the contractual relationships existing between banks or between the applicant and the issuing bank.

- ① 신용장의 추상성 ② 신용장의 엄밀일치성 ③ 신용장의 독립성
- ④ 신용장의 상당일치성 ⑤ 신용장의 명확성

52. 추심에 관한 통일 규칙(URC 522) 제8조 ‘서류의 작성(Creation of Documents)’의 내용이다. 밑줄 친 서류(documents)로 명시되지 않은 것은?

Where the remitting bank instructs that either the collecting bank or the drawee is to create documents that were not included in the collection, the form and wording of such documents shall be provided by the remitting bank.

- ① bills of exchange ② promissory notes ③ letters of guarantee
 ④ trust receipts ⑤ letters of undertaking

53. Incoterms® 2010 ‘서문(Introduction)’의 일부이다. ()에 들어갈 용어로 옳은 것은?

The carriage costs will sometimes include the costs of handling and moving the goods within port or container terminal facilities and the (ㄱ) may well charge these costs to the (ㄴ). In these circumstances, the (ㄷ) will want to avoid paying for the same service twice: once to the (ㄹ) as part of the total selling price and once independently to the (ㅁ).

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

54. 추심에 관한 통일 규칙(URC 522) 제25조의 내용이다. ()에 공통으로 들어갈 용어는?

If the principal nominates a representative to act as () in the event of non-payment and/or non-acceptance the collection instruction should clearly and fully indicate the powers of such (). In the absence of such indication banks will not accept any instructions from the ().

- ① signatory ② case-of-need ③ remitting bank
 ④ principal ⑤ collecting bank

55. 영국해상보험법(MIA, 1906) 제46조 및 제49조의 내용 중 ‘이로(Deviation)’에 관한 설명으로 옳지 않은 것은?

- ① Where a ship, without lawful excuse, deviates from the voyage contemplated by the policy, the insurer is discharged from liability as from the time of deviation.
- ② It is immaterial that the ship may not in fact have left the course of voyage contemplated by the policy when the loss occurs.
- ③ There is a deviation from the voyage contemplated by the policy where the course of the voyage is not specifically designated by the policy, but the usual and customary course is departed from.
- ④ Deviation or delay in prosecuting the voyage contemplated by the policy is excused where caused by the barratrous conduct of the master or crew, if barratry be one of the perils insured against.
- ⑤ When the cause excusing the deviation or delay ceases to operate, the ship must resume her course, and prosecute her voyage, with reasonable dispatch.

56. 영국물품매매법(SGA, 1979) 제29조 ‘인도규칙(Rules about delivery)’에 관한 설명으로 옳지 않은 것은?

- ① Whether it is for the buyer to take possession of the goods or for the seller to send them to the buyer is a question depending in each case on the contract, express or implied, between the parties.
- ② Apart from any such contract, express or implied, the place of delivery is the buyer's place of business if he has one, and if not, his residence; except that, if the contract is for the sale of specific goods, which to the knowledge of the parties when the contract is made are in some other place, then that place is the place of delivery.
- ③ Where under the contract of sale the seller is bound to send the goods to the buyer, but no time for sending them is fixed, the seller is bound to send them within a reasonable time.
- ④ Where the goods at the time of sale are in the possession of a third person, there is no delivery by seller to buyer unless and until the third person acknowledges to the buyer that he holds the goods on his behalf; but nothing in this section affects the operation of the issue or transfer of any document of title to goods.
- ⑤ Demand or tender of delivery may be treated as ineffectual unless made at a reasonable hour; and what is a reasonable hour is a question of fact.

57. 외국중재판정의 승인 및 집행에 관한 UN협약(New York, 1958) 제5조에 따라 승인 및 집행이 요구된 국가의 권한 있는 기관이 인정하는 승인 및 집행이 거부될 수 있는 사항으로 옳은 것은?

- 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 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.
- ④ The award has not yet 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.
- ⑤ The subject matter of the difference is not capable of settlement by arbitration under the law of that country; or The recognition or enforcement of the award would be contrary to the public policy of that country.

58. 화환신용장통일규칙(UCP 600) 제2조 ‘정의(Definitions)’ 및 제3조 ‘해석(Interpretations)’에 관한 설명으로 옳지 않은 것은?

- ① Confirming bank means the bank that adds its confirmation to a credit upon the issuing bank’s authorization or request.
- ② 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.
- ③ The terms “first half” and “second half” of a month shall be construed respectively as the 1st to the 15th and the 16th to the last day of the month, all dates inclusive.
- ④ The terms “beginning”, “middle” and “end” of a month shall be construed respectively as the 1st to the 9th, the 10th to the 19th and the 20th to the last day of the month, all dates inclusive.
- 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 before the banking day on which reimbursement is due to the nominated bank.

59. 국제물품복합운송에 관한 유엔협약(MT조약, 1980) 제27조 ‘중재(Arbitration)’에 관한 설명으로 옳지 않은 것은?

- ① Subject to the provisions of this article, 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.
- ② The arbitration proceedings shall, at the option of the claimant, be instituted at a place in a State within whose territory is situated: the principal place of business of the plaintiff or, in the absence thereof, the habitual residence of the plaintiff.
- ③ The arbitrator or arbitration tribunal shall apply the provisions of this Convention.
- ④ The provisions of paragraphs 2 and 3 of this article shall be deemed to be part of every arbitration clause or agreement and any term of such clause or agreement which is inconsistent therewith shall be null and void.
- ⑤ Nothing in this article shall affect the validity of an agreement on arbitration made by the parties after the claim relating to the international multimodal transport has arisen.

60. 화환신용장통일규칙(UCP 600) 제19조 ‘운송서류(Transport Document)’에 관한 설명으로 옳은 것은?

- ① Any signature by an agent must not indicate whether the agent has signed for or on behalf of the carrier or for or on behalf of the master.
- ② The date of issuance of the transport document will be deemed to be the date of dispatch, taking in charge or shipped on board, and the date of shipment.
- ③ However, if the transport document indicates, by stamp or notation, a date of dispatch, taking in charge or shipped on board, this date will not be deemed to be the date of shipment.
- ④ A transport document must not indicate that the goods will or may be transhipped provided that the entire carriage is covered by one and the same transport document.
- ⑤ A transport document indicating that transhipment will or may take place is not acceptable, if the credit prohibits transhipment.

61. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제19조의 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

(1) A reply to an offer which purports to be an acceptance but contains additions, limitations or other modifications is a rejection of the () and constitutes a(n) ().

(2) However, a reply to an offer which purports to be an acceptance but contains additional or different terms which do not materially alter the terms of the offer constitutes a(n) (), unless the offeror, without undue delay, objects orally to the discrepancy or dispatches a notice to that effect. If he does not so object, the terms of the contract are the terms of the offer with the modifications contained in the ().

- ① acceptance - conditional offer - acceptance - counter offer
- ② offer - counter offer - conditional offer - acceptance
- ③ conditional offer - acceptance - offer - acceptance
- ④ offer - counter offer - acceptance - acceptance
- ⑤ conditional offer - acceptance - offer - counter offer

62. 전자적 제시를 위한 UCP추록(eUCP Version 1.1) 제e4조 ‘서식(Format)’ 및 제e5조 ‘제시(Presentation)’에 관한 설명으로 옳지 않은 것은?

- ① An eUCP credit allowing presentation of electronic records must state a place for presentation of the electronic records.
- ② Electronic records may not be presented separately and need to be presented at the same time.
- ③ A presentation not so identified may be treated as not received.
- ④ An eUCP credit must specify the formats in which electronic records are to be presented. If the format of the electronic record is not so specified, it may be presented in any format.
- ⑤ Presentation is deemed not to have been made if the beneficiary’s notice is not received.

65. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제35조의 내용으로 옳지 않은 것은?

- (2) 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 ①goods of the same 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, ②except where the circumstances show that the buyer did not rely, or that it was unreasonable for him to rely, on the seller's skill and judgement;
 - (c) possess the qualities of goods which ③the seller has held out to the buyer as a sample or model;
 - (d) are contained or packaged in the manner usual for such goods or, where there is no such manner, in a manner ④adequate to preserve and protect the goods.
- (3) The seller is not liable under subparagraphs (a) to (d) of the preceding paragraph for any lack of conformity of the goods if, at the time of the conclusion of the contract, ⑤the seller knew or could not have been unaware of such lack of conformity.

- ① goods of the same description would ordinarily be used
- ② except where the circumstances show that the buyer did not rely
- ③ the seller has held out to the buyer
- ④ adequate to preserve and protect the goods
- ⑤ the seller knew or could not have been unaware of

66. 외국중재판정의 승인 및 집행에 관한 유엔협약(New York, 1958)에 관한 설명으로 옳지 않은 것은?

- ① This Convention shall apply to arbitral awards not considered as domestic awards in the State where their recognition and enforcement are sought.
- ② 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.
- ③ Each Contracting State shall recognize an oral agreement under which the parties undertake to submit to arbitration all or any differences which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not, concerning a subject matter capable of settlement by arbitration.
- ④ The court of a Contracting State, when seized of an action in a matter in respect of which the parties have made an agreement within the meaning of this article, shall, at the request of one of the parties, refer the parties to arbitration, unless it finds that the said agreement is null and void, inoperative or incapable of being performed.
- ⑤ Each Contracting State shall recognize arbitral awards as binding and enforce them in accordance with the rules of procedure of the territory where the award is relied upon, under the conditions laid down in the following articles.

67. Incoterms® 2010 FCA 규칙이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

"Free Carrier" means that the seller delivers the goods to the () or another person nominated by the () at the seller's premises or another named place. The () are well advised to specify as clearly as possible the point within the named place of delivery, as the risk passes to the buyer at that point.
FCA 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 carrier - buyer - parties - seller ② buyer - carrier - sellers - carrier
- ③ carrier - buyer - parties - carrier ④ buyer - carrier - sellers - buyer
- ⑤ carrier - buyer - buyers - seller

68. 해상화물운송장에 관한 CMI 통일규칙(CMI Uniform Rules for Sea Waybills, 1990) 제6조 ‘운송물처분권(Right of Control)’에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

(i) Unless the () has exercised his option under subrule (ii) below, he shall be the only party entitled to give the () instructions in relation to the contract of carriage. Unless prohibited by the applicable law, he shall be entitled to change the name of the () at any time up to the consignee claiming delivery of the goods after their arrival at destination, provided he gives the carrier reasonable notice in writing, or by some other means acceptable to the carrier, thereby undertaking to indemnify the () against any additional expense caused thereby.

(ii) 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 (). The exercise of this option must be noted on the sea waybill or similar document, if any. Where the option has been exercised the consignee shall have such rights as are referred to in subrule (i) above and the shipper shall cease to have such rights.

- ① carrier - shipper - consignee - carrier - consignee
- ② carrier - shipper - consignee - consignee - shipper
- ③ shipper - carrier - consignee - carrier - shipper
- ④ carrier - shipper - shipper - shipper - consignee
- ⑤ shipper - carrier - consignee - carrier - consignee

69. Incoterms® 2010 ‘서문(Introduction)’의 일부이다. ()에 들어갈 내용을 순서대로 바르게 나열한 것은?

The first class includes the seven Incoterms® 2010 rules that can be used irrespective of the mode of transport selected and irrespective of whether one or more than one mode of transport is employed. EXW, FCA, CPT, CIP, DAT, DAP and DDP belong to this class. They can be used even when there is no maritime transport at all. It is important to remember, however, that these rules can be used in cases where a () is used for part of the carriage.

In the second class of Incoterms® 2010 rules, the point of delivery and the place to which the goods are carried to the buyer are both ports, hence the label "sea and inland waterway" rules. FAS, FOB, CFR and CIF belong to this class. Under the last three Incoterms rules, all mention of () as the point of delivery has been omitted in preference for the goods being delivered when they are "on board" the vessel. This more closely reflects modern commercial reality and () the rather dated image of the risk swinging to and fro across an imaginary perpendicular line.

- ① ship - the ship's rail - avoids ② carrier - alongside ship - imitates
- ③ carrier - the ship's rail - avoids ④ ship - alongside ship - imitates
- ⑤ carrier - on board - avoids

70. 다음 계약서의 내용에서 ()에 들어갈 용어로 옳은 것은?

This contract sets forth the () and understanding between the parties as to the subject matter of this contract and merges and supersedes all prior discussions, agreements and understandings between them, and neither party shall be bound by any condition, definition, warranty or representation other than as expressly provided for in this contract, or as may be on a subsequent date duly set forth in writing and signed by a duly authorized officer of the party to be bound.

- ① Entire agreement clause ② Infringement clause
- ③ Jurisdiction clause ④ Liquidated damages clause
- ⑤ Escalator clause

73. 화환신용장 발행 Format(MT 700)을 사용하여 발행된 다음 신용장의 설명으로 옳은 것은?

46A : Documents Required

+SIGNED COMMERCIAL INVOICE IN TRIPLICATE

+FULL SET OF CLEAN OCEAN ON BOARD BILLS OF LADING MADE OUT TO THE ORDER OF SELLER AND ENDORSED IN BLANK AND MARKED 'FREIGHT PREPAID' AND NOTIFY APPLICANT

+INSURANCE POLICY OR CERTIFICATE, IN DUPLICATE, ENDORSED IN BLANK FOR 110 PCT OF THE INVOICE VALUE INCLUDING INSTITUTE CARGO CLAUSE(ALL RISKS) INSTITUTE WAR CLAUSE AND INSTITUTE SRCC CLAUSE WITH CLAIMS PAYABLE IN USA IN THE CURRENCY OF THE DRAFTS

+PACKING LIST IN TRIPLICATE

72 : Sender to Receiver Information

THIS CREDIT IS SUBJECT TO U.C.P(2007 REVISION)

I.C.C. PUBLICATION NO. 600

- ① 상업송장은 서명되지 않아도 된다.
- ② 수취식 선하증권을 제시하면 된다.
- ③ 선하증권의 배서방식은 기명식배서이다.
- ④ 요구되는 보험서류는 2통이다.
- ⑤ 포장명세서는 사본 3통을 제시하면 된다.

74. 추심에 관한 통일 규칙(URC 522) 제21조 ‘수수료 및 비용(Charges and Expenses)’에 관한 설명으로 옳지 않은 것은?

- ① If the collection instruction specifies that collection charges and/or expenses are to be for account of the drawee and the drawee refuses to pay them, the remitting bank may deliver the document(s) against payment or acceptance or on other terms and conditions as the case may be, without collecting charges and/or expenses, unless sub-Article 21(b) applies.
- ② Whenever collection charges and/or expenses are so waived they will be for the account of the party from whom the collection was received and may be deducted from the proceeds.
- ③ Where the collection instruction expressly states that charges and/or expenses may not be waived and the drawee refuses to pay such charges and/or expenses, the presenting bank will not deliver documents and will not be responsible for any consequences arising out of any delay in the delivery of the document(s).
- ④ When payment of collection charges and/or expenses has been refused the presenting bank must inform by telecommunication or, if that is not possible, by other expeditious means without delay the bank from which the collection instruction was received.
- ⑤ In all cases where in the express terms of a collection instruction or under these Rules, disbursements and/or expenses and/or collection charges are to be borne by the principal, the collecting bank(s) shall be entitled to recover promptly outlays in respect of disbursements, expenses and charges from the bank from which the collection instruction was received, and the remitting bank shall be entitled to recover promptly from the principal any amount so paid out by it, together with its own disbursements, expenses and charges, regardless of the fate of the collection.

75. 은행 간 대금상환 통일규칙(URR 725) 제2조 ‘정의(Definitions)’의 내용으로 옳은 것은?

- ① "Reimbursing bank" means the bank that has issued a credit and the reimbursement authorization under that credit.
- ② "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.
- ③ "Reimbursement claim" means a request for reimbursement from the claiming bank to the issuing bank.
- ④ "Reimbursement amendment" means an advice from the issuing bank to a claiming bank stating changes to a reimbursement authorization.
- ⑤ "Reimbursement undertaking amendment" means a separate irrevocable undertaking of the reimbursing bank, issued upon the authorization or request of the issuing bank, to the claiming bank named in the reimbursement authorization, to honour that bank's reimbursement claim, provided the terms and conditions of the reimbursement undertaking have been complied with.

76. 영국물품매매법(SGA, 1979) 제2조 ‘매매계약(Contract of sale)’에 관한 설명으로 옳은 것을 모두 고른 것은?

- ㄱ. A contract of sale of goods is a contract by which the buyer transfers or agrees to transfer the property in goods to the seller for a money consideration, called the price.
- ㄴ. A contract of sale may be absolute or conditional.
- ㄷ. Where under a contract of sale the property in the goods is transferred from the seller to the buyer the contract is called a sale.
- ㄹ. 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 the contract is called an agreement to sell.

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

77. 영국해상보험법(MIA, 1906) 제60조 ‘추정전손(Constructive total loss)’에 관한 설명으로 옳지 않은 것은?

- ① In the case of a constructive total loss no notice of abandonment need be given.
- ② In the case of damage to a ship, where she is so damaged by a peril insured against that the cost of repairing the damage would exceed the value of the ship when repaired.
- ③ In the case of damage to goods, where the cost of repairing the damage and forwarding the goods to their destination would exceed their value on arrival.
- ④ Where the assured is deprived of the possession of his ship or goods by a peril insured against.
- ⑤ It is unlikely that the assured can recover the ship or goods, as the case may be.

78. 화환신용장통일규칙(UCP 600)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 concerned with or bound by such contract, if any reference whatsoever to it is included in the credit.
- ② Except as otherwise provided by article 38, a credit can neither be amended nor cancelled without the agreement of the issuing bank, the advising bank, if any, and the beneficiary.
- ③ A bank utilizing the services of an advising bank or second advising bank to advise a credit must use the same bank to advise any amendment thereto.
- ④ If a credit contains a condition without stipulating the document to indicate compliance with the condition, banks will deem such condition as stated and will regard it.
- ⑤ Banks deal with goods, services or performance to which documents may relate.

79. 전자적 제시를 위한 UCP추록(eUCP Version 1.1) 제e2조 ‘UCP에 대한 eUCP의 관계(Relationship of the eUCP to the UCP)’에 관한 규정이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

A credit subject to the eUCP is also subject to the () without express incorporation of the UCP.
 If an eUCP credit allows the beneficiary to choose between presentation of paper documents or electronic records and it chooses to present only paper documents, the () alone shall apply to that presentation. If only paper documents are permitted under a(n) () credit, the () alone shall apply.

- ① eUCP - UCP - eUCP - UCP ② UCP - UCP - eUCP - UCP
- ③ UCP - eUCP - eUCP - UCP ④ eUCP - UCP - UCP - eUCP
- ⑤ UCP - eUCP - UCP - UCP

80. Incoterms® 2010 ‘사용지침(Guidance Note)’의 일부이다. 각각에 해당하는 규칙을 순서대로 바르게 나열한 것은?

ㄱ. 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.
 ㄴ. The parties are well advised to specify as clearly as possible the point within the agreed place of destination, as the risks to that point are for the account of the seller.
 ㄷ. 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.

- ① ㄱ: CIP, ㄴ: DDP, ㄷ: CPT ② ㄱ: CPT, ㄴ: DAP, ㄷ: CFR
- ③ ㄱ: CIP, ㄴ: DDP, ㄷ: DAP ④ ㄱ: CPT, ㄴ: DAP, ㄷ: DDP
- ⑤ ㄱ: CFR, ㄴ: CPT, ㄷ: DAP