

41. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제68조의 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

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

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

42. 화환신용장통일규칙(UCP 600) 제3조 '해석(Interpretations)'에 관한 내용으로 옳지 않은 것은?

- ① The expression "on or about" 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.
- ② The words "before" and "after" when used to determine a maturity date exclude the date mentioned.
- 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 10th, the 11th to the 20th and the 21st to the last day of the month, all dates inclusive.
- ⑤ Terms such as "first class", "well known", "qualified", "independent", "official", "competent" or "local" used to describe the issuer of a document allow any issuer except the beneficiary to issue that document.

45. 화환신용장통일규칙(UCP 600) 제14조 ‘서류심사의 기준(Standard for Examination of Documents)’에 관한 내용으로 옳은 것은?

- ① When the addresses of the beneficiary and the applicant appear in any stipulated document, they need not be the same as those stated in the credit or in any other stipulated document, but must be within the same country as the respective addresses mentioned in the credit.
- ② A nominated bank acting on its nomination, a confirming bank, if any, and the issuing bank shall each have a maximum of five calendar days following the day of presentation to determine if a presentation is complying.
- ③ 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.
- ④ A document can not be dated prior to the issuance date of the credit, and must not be dated later than its date of presentation.
- ⑤ A nominated bank acting on its nomination, a confirming bank, if any, and the issuing bank must examine a presentation to determine, on the basis of the documents and the goods together, whether or not the documents appear on their face to constitute a complying presentation.

46. 다음은 국제 계약서의 내용 중 일부이다. 이 조항에 해당하는 것은?

Licensee shall at all times during the term of this Agreement and thereafter hold Licensor, its directors, officers, employees, and affiliates harmless against all claims, proceedings, demands, and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or out of any damage to property, or resulting from the production, manufacture, sale, use, lease, or advertisement of Licensed Products or arising from any obligation of Licensee under this Agreement.

- ① Liquidated damage ② Indemnity ③ Termination
- ④ Severability ⑤ Warranty

50. 외국중재판정의 승인 및 집행에 관한 유엔협약(뉴욕협약, 1958)에 관한 내용으로 옳지 않은 것은?

- ① 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 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.
- ② Recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and enforcement is sought finds that the subject matter of the difference is not capable of settlement by arbitration under the law of that country.
- ③ Recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and enforcement is sought finds that the recognition or enforcement of the award would be contrary to the public policy of that country.
- ④ The provisions of the present Convention shall affect the validity of multilateral or bilateral agreements concerning the recognition and enforcement of arbitral awards entered into by the Contracting States and deprive any interested party of any right he may have to avail himself of an arbitral award in the manner and to the extent allowed by the law or the treaties of the country where such award is sought to be relied upon.
- ⑤ The Geneva Protocol on Arbitration Clauses of 1923 and the Geneva Convention on the Execution of Foreign Arbitral Awards of 1927 shall cease to have effect between Contracting States on their becoming bound and to the extent that they become bound, by this Convention.

51. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제1장 ‘적용범위(SPHERE OF APPLICATION)’에 관한 내용으로 옳은 것은?

- ① This Convention applies to sales of stocks, shares, investment securities, negotiable instruments or money.
- ② This Convention applies to sales of goods bought for personal, family or household use, unless the seller, at any time before or at the conclusion of the contract, neither knew nor ought to have known that the goods were bought for any such use.
- ③ This Convention applies 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.
- ④ This Convention applies to the liability of the seller for death or personal injury caused by the goods to any person.
- ⑤ 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.

52. 화환신용장통일규칙(UCP 600) 제19조 ‘적어도 두 가지 다른 운송방식을 표시하는 운송서류(Transport Document Covering at Least Two Different Modes of Transport)’에 관한 내용으로 옳은 것을 모두 고른 것은?

- ㄱ. A transport document must appear to indicate the name of the carrier and be signed by the carrier or a named agent for or on behalf of the carrier, or the master or a named agent for or on behalf of the master.
- ㄴ. If the transport document indicates, by stamp or notation, a date of dispatch, taking in charge of shipped on board, this date can not be deemed to be the date of shipment.
- ㄷ. A transport document must appear to contain terms and conditions of carriage or make reference to another source containing the terms and conditions of carriage (short form or blank back transport document). Contents of terms and conditions of carriage will be examined.
- ㄹ. A transport document indicating that transshipment will or may take place is acceptable, even if the credit prohibits transshipment.

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

53. 다음 내용으로 발행되는 신용장으로 옳은 것은?

ABC Bank, Seoul, Korea is hereby authorized to make advances to the beneficiary up to the aggregate amount of 100% of this letter of credit at the request of and against the beneficiary's receipt stating that the advances are to be used to pay for the purchase and shipment of the merchandise covered by this credit and beneficiary's undertaking to deliver to ABC Bank, Seoul, Korea, the documents as outlined in this credit.

- ① back to back credit ② transferable credit ③ stand-by credit
 ④ red clause credit ⑤ revolving credit

54. 추심에 관한 통일규칙(URC 522) 제26조 '통지(Advices)'에 관한 내용으로 옳지 않은 것은?

- ① The collecting bank must send without delay advice of payment to the bank from which the collection instruction was received, detailing the amount or amounts collected, charges and/or disbursements and/or expenses deducted, where appropriate, and method of disposal of the funds.
 ② The collecting bank must send without delay advice of acceptance to the bank from which the collection instruction was received.
 ③ The presenting bank should endeavour to ascertain the reasons for non-payment and/or non-acceptance and advise accordingly, without delay, the bank from which it received the collection instruction.
 ④ The presenting bank must send without delay advice of non-payment and/or advice of non-acceptance to the bank from which it received the collection instruction.
 ⑤ On receipt of such advice the presenting bank must give appropriate instructions as to the further handling of the documents.

55. Incoterms® 2010과 관련하여 아래 조건에 따라 순서대로 바르게 나열된 것은?

Rules for any mode or modes of transport	- THE SELLER'S OBLIGATIONS	- THE BUYER'S OBLIGATIONS
--	----------------------------	---------------------------

- ① FCA - A9 Checking-packaging-marking - B9 Inspection of goods
 ② CPT - A8 Proof of delivery - B8 Delivery document
 ③ FAS - A5 Transfer of risks - B5 Allocation of costs
 ④ CIP - A4 Taking delivery - B4 Delivery
 ⑤ EXW - A7 Notices to the seller - B7 Notices to the buyer

56. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제2부 ‘계약의 성립(Formation of the contract)’에 관한 내용으로 옳지 않은 것은?

- ① A proposal for concluding a contract addressed to one or more specific persons constitutes an offer if it is sufficiently definite and indicates the intention of the offeror to be bound in case of acceptance.
- ② 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.
- ③ An offer, even if it is irrevocable, can not be withdrawn if the withdrawal reaches the offeree at the same time as the offer.
- 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 contract is concluded at the moment when an acceptance of an offer becomes effective in accordance with the provisions of this Convention.

57. 외국중재판정의 승인 및 집행에 관한 유엔협약(뉴욕협약, 1958)에 관한 내용으로 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 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.
- ③ Each Contracting State shall recognize an agreement in writing 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 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.
- ⑤ This Convention shall not apply to arbitral awards not considered as domestic awards in the State where their recognition and enforcement are sought.

58. 화환신용장통일규칙(UCP 600) 제38조 ‘양도가능신용장(Transferable Credits)’에 관한 내용으로 옳지 않은 것은?

- ① A bank is under no obligation to transfer a credit except to the extent and in the manner expressly consented to by that bank.
- ② A credit may be transferred in part to more than one second beneficiary provided partial drawings or shipments are allowed.
- ③ The first beneficiary has the right to substitute its own invoice and draft, if any, for those of a second beneficiary for an amount not in excess of that stipulated in the credit.
- ④ Unless otherwise agreed at the time of transfer, all charges (such as commissions, fees, costs or expenses) incurred in respect of a transfer must be paid by the second beneficiary.
- ⑤ The first beneficiary may, in its request for transfer, indicate that honour or negotiation is to be effected to a second beneficiary at the place to which the credit has been transferred, up to and including the expiry date of the credit.

59. 선하증권에 관한 법규의 통일을 위한 국제협약(Hague Rules, 1924) 제3조 ‘운송인의 의무’에 관한 내용으로 옳지 않은 것은?

- ① The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.
- ② The carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has no reasonable means of checking.
- ③ The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars.
- ④ In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.
- ⑤ A benefit of insurance in favour of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.

60. 영국해상보험법(MIA, 1906) '피보험이익(INSURABLE INTEREST)'에 관한 옳은 내용을 모두 고른 것은?

- ㄱ. A partial interest of any nature is insurable.
- ㄴ. The master or any member of the crew of a ship has an insurable interest in respect of his wages.
- ㄷ. In the case of advance freight, the person advancing the freight has an insurable interest, in so far as such freight is not repayable in case of loss.
- ㄹ. The assured has an insurable interest in the charges of any insurance which he may effect.

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

61. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제85조, 제86조, 제87조에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

- If the buyer is in delay in taking delivery of the goods or, where payment of the price and delivery of the goods are to be made concurrently, if he fails to pay the price, and the seller is either in possession of the goods or otherwise able to control their disposition, the seller must take such steps as are reasonable in the circumstances to preserve them. He is entitled to retain them until he has been reimbursed his reasonable expenses by ().
- If the buyer has received the goods and intends to exercise any right under the contract or this Convention to reject them, he must take such steps to preserve them as are reasonable in the circumstances. He is entitled to retain them until he has been reimbursed his reasonable expenses by ().
- A party who is bound to take steps to preserve the goods may deposit them in a warehouse of a third person at the expense of () provided that the expense incurred is not unreasonable.

- ① the seller - the buyer - the other party
- ② the buyer - the third party - the seller
- ③ the third party - the seller - the buyer
- ④ the buyer - the seller - the other party
- ⑤ the seller - the buyer - the third party

62. 다음 내용으로 구성된 서류로 옳은 것은?

Whereas you have issued a Bill of Lading covering the above shipment and the above cargo has been arrived at the above port of discharge, we hereby request you to give delivery of the cargo to the above mentioned party without production of the original Bill of Lading.

In consideration of your complying with our request, we hereby agree as follows:

- ① Letter of Indemnity ② Trust Receipt ③ Letter of Guarantee
④ Arrival Notice ⑤ Letter of Indication

63. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제71조, 제72조에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

- A party may suspend the performance of his obligations if, (), it becomes apparent that the other party will not perform () of his obligations as a result of a serious deficiency in his ability to perform or in his credit-worthiness.
- A party suspending performance, () dispatch of the goods, must immediately give notice of the suspension to the other party and must continue with performance if the other party provides adequate assurance of his performance.
- If prior to the date for performance of the contract it is clear that one of the parties will commit () of contract, the other party may declare the contract avoided.

- ① after the conclusion of the contract - a substantial part - whether before or after - a fundamental breach
- ② before the conclusion of the contract - a substantial part - before - a simple breach
- ③ after the conclusion of the contract - a fundamental part - after - a simple breach
- ④ at the conclusion of the contract - a fundamental part - after - a simple breach
- ⑤ before the conclusion of the contract - a substantial part - before - a fundamental breach

66. Incoterms® 2010상 각 규칙의 ‘사용지침(GUIDANCE NOTE)’에 관한 내용이다.
 ()안에 들어갈 규칙을 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. This rule has two critical points, because risk passes and costs are transferred at different places.

() : 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. It is suitable for domestic trade, while FCA is usually more appropriate for international trade.

() : 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 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 CFR - EXW - DDP ② CFR - CIP - DAT ③ CIP - EXW - DDP
- ④ CIP - FOB - DAT ⑤ CIF - EXW - DAT

67. Incoterms® 2010에서 CFR 규칙에 관한 내용으로 옳지 않은 것은?

- ① This rule is to be used only for sea or inland waterway transport.
- ② "Cost and Freight" means that the seller delivers the goods on board the vessel or procures the goods already so delivered.
- ③ When CPT, CIP, CFR or CIF are used, the seller fulfils its obligation to deliver when it hands the goods over to the carrier in the manner specified in the chosen rule and not when the goods reach the place of destination.
- ④ This rule has two critical points, because risk passes and costs are transferred at different places.
- ⑤ CFR may not be appropriate where goods are handed over to the carrier before they are on board the vessel, for example goods in containers, which are typically delivered at a terminal. In such circumstances, the CIP rule should be used.

68. 국제물품복합운송에 관한 유엔협약(MT조약, 1980) 제18조 ‘책임의 한도 (LIMITATION OF LIABILITY)’에 관한 내용으로 옳은 것은?

- ① When the multimodal transport operator is liable for loss resulting from loss of or damage to the goods according to article 16, his liability shall be limited to an amount not exceeding 920 units of account per package or other shipping unit or 2.75 units of account per kilogram of gross weight of the goods lost or damaged, whichever is the higher.
- ② For the purpose of calculating which amount is not the higher in accordance with paragraph 1 of this article, the following rules apply: (a) Where a container, pallet or similar article of transport is used to consolidate goods, the packages or other shipping units enumerated in the multimodal transport document as packed in such article of transport are deemed one shipping unit.
- ③ For the purpose of calculating which amount is the higher in accordance with paragraph 1 of this article, the following rules apply: (b) In cases where the article of transport itself has been lost or damaged, that article of transport, if not owned or otherwise supplied by the multimodal transport operator, is not considered one separate shipping unit.
- ④ Notwithstanding the provisions of paragraphs 1 and 2 of this article, if the international multimodal transport does, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the multimodal transport operator shall be limited to an amount not exceeding 8.33 units of account per kilogram of gross weight of the goods lost or damaged.
- ⑤ The liability of the multimodal transport operator for loss resulting from delay in delivery according to the provisions of article 16 shall be limited to an amount equivalent to two and a half times the freight not payable for the goods delayed, but exceeding the total freight payable under the multimodal transport contract.

69. 전자적 제시를 위한 UCP추록(eUCP Version 1.1) 제e6조 ‘심사(Examination)’와 제e7조 ‘거절통지(Notice of Refusal)’에 관한 내용으로 옳지 않은 것은?

- ① The inability of the issuing bank, or confirming bank, if any, to examine an electronic record in a format required by the eUCP credit or, if no format is required, to examine it in the format presented is not a basis for refusal.
- ② The time period for the examination of documents commences on the banking day following the banking day on which presentation of electronic record is received.
- ③ The forwarding of electronic records by a nominated bank pursuant to its nomination signifies that it has satisfied itself as to the apparent authenticity of the electronic records.
- ④ The failure of the indicated system to provide access to the required electronic record at the time of examination shall constitute a discrepancy.
- ⑤ If an electronic record contains a hyperlink to an external system or a presentation indicates that the electronic record may be examined by reference to an external system, the electronic record at the hyperlink or the referenced system shall be deemed to be the electronic record to be examined.

70. 전자적 제시를 위한 UCP추록(eUCP Version 1.1)에 관한 내용으로 옳은 것은?

- ① If made subject to eUCP by an amendment accepted by the beneficiary, it is subject to the version in effect on the date the credit is issued.
- ② A credit subject to the eUCP("eUCP credit") is only subject to the UCP with express incorporation of the UCP.
- ③ If the bank requests that an electronic record be re-presented, deadlines are extended within thirty(30) calendar days.
- ④ If an electronic record evidencing transport does not indicate a date of shipment or dispatch, the date of receipt of the electronic record will be deemed to be the date of shipment or dispatch.
- ⑤ If the bank to which presentation is to be made is open but its system is unable to receive a transmitted electronic record on the stipulated expiry date and/or the last day of the period of time after the date of shipment for presentation, the bank will be deemed to be closed.

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

- ① "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 sea, including any bill of lading.
- ② Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of this Convention or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.
- ③ 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.
- ④ Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods.
- ⑤ The shipper shall be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents or his servants.

72. 영국물품매매법(Sale of Goods Act, 1979) 제2조 ‘매매계약(Contract of sale)’이다. 다음 ()안에 들어갈 용어를 순서대로 바르게 나열한 것은?

- 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 (), called the price.
- Where under a contract of sale the transfer of the property in the goods is to take place at a () time or subject to some condition later to be fulfilled the contract is called an () to sell.
- An agreement to sell becomes a sale when the time elapses or the conditions are () subject to which the property in the goods is to be transferred.

- ① consideration - current - paper - fulfilled
- ② payment - current - paper - delayed
- ③ consideration - future - agreement - fulfilled
- ④ payment - future - agreement - delayed
- ⑤ transfer - current - paper - fulfilled

73. 협회적하약관(Institute Cargo Clauses, 2009) ICC(C) 제4조 ‘일반면책조항 (General Exclusion Clause)’의 내용으로 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 insufficiency or unsuitability 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 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the reasonable act of any person or persons

74. 영국물품매매법(Sale of Goods Act, 1979) 제3조 ‘매매의 능력(Capacity to buy and sell)’에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

- (1) Capacity to buy and sell is regulated by the general law concerning capacity to contract and to transfer and acquire property.
- (2) Where () are sold and delivered to a () or to a person who by reason of () or drunkenness is () to contract, he must pay a reasonable price for them.

- ① goods - minor - mental capacity - competent
- ② necessities - adult - mental incapacity - competent
- ③ goods - adult - mental incapacity - incompetent
- ④ necessities - minor - mental incapacity - incompetent
- ⑤ luxuries - minor - mental capacity - incompetent

75. 해상화물운송장에 관한 CMI 통일규칙(UNIFORM RULES FOR SEA WAYBILLS, 1990)에 관한 내용으로 옳은 것은?

- ① This rule shall not apply if, and only if, it be necessary by the law applicable to the contract of carriage so as to enable the consignee to sue and be sued thereon.
- ② The contract of carriage shall not be subject to any International Convention or National Law which is, or if the contract of carriage had been covered by a bill of lading or similar document of title would have been, compulsorily applicable thereto.
- ③ The shipper warrants the accuracy of the particulars furnished by him relating to the goods, and shall not indemnify the carrier against any loss, damage or expense resulting from any inaccuracy.
- ④ These Rules shall be called the "CMI Uniforms Rules for Sea Waybills". They shall apply when adopted by a contract of carriage which is not covered by a bill of lading or similar document of title, whether the contract be in writing or not.
- ⑤ In the event of anything contained in these Rules or any such provisions as are incorporated into the contract of carriage by virtue of rule 4, being consistent with the provisions of any International Convention or National Law compulsorily applicable to the contract of carriage, such Rules and provisions shall to that extent but no further be null and void.

76. 국제물품복합운송에 관한 유엔협약(MT조약, 1980) 제29조 ‘공동해손(GENERAL AVERAGE)’의 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

With the exception of article 25, the provisions of this Convention relating to the () of the multimodal transport operator for loss of or damage to the goods shall also determine whether the () may refuse contribution in general average and the () of the multimodal transport operator to () the consignee in respect of any such contribution made or any salvage paid.

- ① waiver - consignor - liability - assign
- ② liability - consignor - risks - indemnify
- ③ liability - consignee - liability - indemnify
- ④ waiver - consignee - risks - assign
- ⑤ liability - consignee - risks - assign

77. 국제물품복합운송에 관한 유엔협약(MT조약, 1980) 제14조 ‘책임의 기간 (PERIOD OF RESPONSIBILITY)’의 내용이다. ()안에 들어갈 내용으로 옳지 않은 것은?

2. For the purpose of this article, the multimodal transport operator is deemed to be in charge of the goods:

(a) From the time he has taken over the goods from:

(i) (①); or

(ii) (②);

(b) Until the time he has delivered the goods:

(i) (③); or

(ii) (④); or

(iii) (⑤).

- ① The consignor or a person acting on his behalf.
- ② 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.
- ③ By handing over the goods to the consignee
- ④ In cases where the consignee does not receive the goods from the multimodal transport operator, by placing them at the disposal of the consignor in accordance with the multimodal transport contract or with the law or with the usage of the particular trade applicable at the place of delivery.
- ⑤ By handing over the goods to an authority or other third party to whom, pursuant to law or regulations applicable at the place of delivery, the goods must be handed over.

78. 은행 간 대금상환 통일규칙(URR 725) 제2조 '정의 (Definitions)'에 관한 내용으로 옳지 않은 것은?

- ① "Issuing bank" means the bank that has issued a credit and the claim advice 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 amendment" means an advice from the issuing bank to a reimbursing bank stating changes to a reimbursement authorization.
- ④ "Reimbursement claim" means a request for reimbursement from the claiming bank to the reimbursing bank.
- ⑤ "Reimbursement undertaking amendment" means an advice from the reimbursing bank to the claiming bank named in the reimbursement authorization stating changes to a reimbursement undertaking.

79. 국제물품매매계약에 관한 유엔협약(CISG, 1980)에서 제66조, 제67조에서 규정하고 있는 내용으로 옳은 것을 모두 고른 것은?

- ㄱ. Loss of or damage to the goods after the risk has passed to the buyer does not discharge him from his obligation to pay the price, unless the loss or damage is due to an act or omission of the buyer.
- ㄴ. If the contract of sale involves carriage of the goods and the seller is not bound to hand them over at a particular place, the risk passes to the buyer when the goods are handed over to the first carrier for transmission to the buyer in accordance with the contract of sale.
- ㄷ. If the seller is bound to hand the goods over to a carrier at a particular place, the risk does not pass to the buyer until the goods are handed over to the carrier at that place.
- ㄹ. The fact that the seller is authorized to retain documents controlling the disposition of the goods affects the passage of the risk.

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

80. 화환신용장통일규칙(UCP 600) 제10조 ‘조건변경(Amendments)’에 관한 내용으로 옳은 것은?

- ① A credit can neither be amended nor cancelled without the agreement of the issuing bank, the applicant, the confirming bank, if any, and the beneficiary.
- ② The beneficiary should give notification of acceptance or rejection of an amendment. If the beneficiary fails to give such notification, a presentation that complies with the credit and to any not yet accepted amendment can not be deemed to be notification of acceptance by the beneficiary of such amendment.
- ③ A provision in an amendment to the effect that the amendment shall enter into force unless rejected by the beneficiary within a certain time shall be regarded.
- ④ Partial acceptance of an amendment is allowed and will be deemed to be notification of acceptance of the amendment.
- ⑤ 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.