

무역영어

41. Incoterms® 2020의 소개문(Introduction) 일부이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

With all seven F and C rules, the place of delivery is on the seller's side of the anticipated carriage : consequently sales using these Incoterms® rules are often called "()" sales. Delivery occurs, for example,

- a) when the goods are placed on board the vessel at the port of loading in (), CIF and () ; or
- b) by handing the goods over to the carrier in CPT and () ; or
- c) by loading them on the means of transport provided by the buyer or placing them at the disposal of the buyer's carrier in ().

- ① string - CFR - FOB - CIP - FCA
- ② shipment - CPT - CIP - CFR - FOB
- ③ shipment - CFR - FOB - CIP - FCA
- ④ string - CFR - FCA - CIP - FOB
- ⑤ shipment - CPT - FCA - CFR - FOB

42. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제10조에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

For the purposes of this Convention :

- (a) if a party has more than one place of business, the place of business is that which has the closest relationship to () and its (), having regard to the circumstances known to or contemplated by the parties at any time before or at the conclusion of the contract ;
- (b) if a party does not have a place of business, reference is to be made to his ().

- ① the agreement - accomplishment - mailing address
- ② the agreement - performance - habitual residence
- ③ the contract - accomplishment - mailing address
- ④ the contract - performance - habitual residence
- ⑤ the contract - accomplishment - habitual residence

43. 국제무역규칙에서 정의하고 있는 용어에 관한 설명으로 옳지 않은 것은?

- ① “Claiming bank” means a bank that honours or negotiates a credit and presents a reimbursement claim to the reimbursing bank.
- ② “Documentary collection” means collection of financial documents not accompanied by commercial documents.
- ③ “Transferring bank” means a nominated bank that transfers the credit or, in a credit available with any bank, a bank that is specifically authorized by the issuing bank to transfer and that transfers the credit.
- ④ “Volume contract” means a contract of carriage that provides for the carriage of a specified quantity of goods in a series of shipments during an agreed period of time.
- ⑤ “Liner transportation” means a transportation service that is offered to the public through publication or similar means and includes transportation by ships operating on a regular schedule between specified ports in accordance with publicly available timetables of sailing dates.

44. Incoterms® 2020에서 거래규칙별 매도인과 매수인의 의무 조항이 바르게 나열된 것은?

THE SELLER’S OBLIGATIONS

THE BUYER’S OBLIGATIONS

- | | |
|------------------------------|--------------------------------|
| ① A2 Delivery | B2 Delivery/transport document |
| ② A3 Delivery | B3 Taking delivery |
| ③ A4 Transfer of risks | B4 Transfer of risks |
| ④ A5 Insurance | B5 Insurance |
| ⑤ A8 Export/import clearance | B8 Export/import clearance |

45. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제73조에 관한 내용으로 옳은 것을 모두 고른 것은?

If one party’s failure to perform any of his obligations in respect of any ㉠ partial shipment gives the other party good grounds to conclude that ㉡ a fundamental breach of contract will occur with respect to future ㉢ transshipment, he may declare ㉣ the contract avoided for the future, provided that he does so ㉤ at the time of the conclusion of the contract.

- ① ㉠, ㉡ ② ㉠, ㉣ ③ ㉡, ㉣ ④ ㉡, ㉢ ⑤ ㉢, ㉣

46. 몬트리올협약(Montreal Convention, 1999) 제7조 ‘항공화물운송장의 명세 (Description of Air Waybill)’에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

- The air waybill shall be made out by the () in three original parts.
- The first part shall be marked “for the ()”; it shall be signed by the consignor. The second part shall be marked “for the ()”; it shall be signed by the consignor and by the carrier. The third part shall be signed by the carrier who shall hand it to the consignor after the cargo has been ().
- The signature of the carrier and that of the consignor may be () or stamped.

- ① carrier - consignee - consignor - delivered - signed
- ② consignor - consignor - carrier - accepted - printed
- ③ carrier - consignee - consignor - delivered - printed
- ④ consignor - carrier - consignee - accepted - printed
- ⑤ carrier - consignor - consignee - delivered - signed

47. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제81조, 제82조, 제84조에 관한 내용으로 옳지 않은 것은?

- ① Avoidance of the contract releases both parties from their obligations under it, subject to any damages which may be due.
- ② A party who has performed the contract either wholly or in part may claim restitution from the other party of whatever the first party has supplied or paid under the contract.
- ③ The buyer loses the right to declare the contract avoided or to require the seller to deliver substitute goods if it is impossible for him to make restitution of the goods substantially in the condition in which he received them.
- ④ If the seller is bound to refund the price, he must also pay interest on it, from the date on which the price was paid.
- ⑤ Where the seller expressly reserves the right of re-sale in case the buyer should make default, and on the buyer making default re-sells the goods, the original contract of sale is rescinded but without prejudice to any claim the seller may have for damages.

48. Incoterms® 2020에서 EXW 규칙에 관한 내용으로 옳지 않은 것은?

- ① The seller must deliver the goods by placing them at the disposal of the buyer at the agreed point, if any, at the named place of delivery, not loaded on any collecting vehicle.
- ② It is up to the seller to contract or arrange at its own cost for the carriage of the goods from the named place of delivery.
- ③ The seller must, as its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.
- ④ The buyer must provide the seller with appropriate evidence of having taken delivery.
- ⑤ The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

49. 국제물품복합운송에 관한 유엔협약(MT조약, 1980) 제25조 ‘소송의 제한 (Limitation of actions)’에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

- Any action relating to international multimodal transport under this Convention shall be time-barred if judicial or arbitral proceedings have not been instituted within a period of (). However, if notification in writing, stating the nature and main particulars of the claim, has not been given within () after the day when the goods were delivered or, where the goods have not been delivered, after the day on which they should have been delivered, the action shall be time-barred at the expiry of this period.
- The limitation period commences on the day () on which the multimodal transport operator has delivered the goods or part thereof or, where the goods have not been delivered, on the day () on which the goods should have been delivered.

- ① one year - three months - after the day - after the day
- ② one year - three months - after the day - after the last day
- ③ two years - six months - after the last day - after the last day
- ④ two years - six months - after the day - after the last day
- ⑤ three years - nine months - after the last day - after the last day

50. 해상화물운송에 관한 유엔협약(Hamburg Rules, 1978) 제5조 ‘책임의 원칙(Basis of liability)’에 관한 내용으로 옳지 않은 것은?

- ① The carrier is liable for loss of or damage to the goods or delay in delivery caused by fire, if the claimant proves that the fire arose from fault or neglect on the part of the carrier, his servants or agents.
- ② Delay in delivery occurs when the goods have not been delivered at the port of discharge provided for in the contract of carriage by sea 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 carrier, having regard to the circumstances of the case.
- ③ With respect to live animals, the carrier is liable for loss, damage or delay in delivery resulting from any special risks inherent in that kind of 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 Where fault or neglect on the part of the carrier, his servants or agents combines with another cause to produce loss, damage or delay in delivery, the carrier is liable only to the extent that the loss, damage or delay in delivery is attributable to such fault or neglect, provided that the carrier proves the amount of the loss, damage or delay in delivery not attributable thereto.

51. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제45조, 제46조, 제47조, 제51조에 관한 내용으로 옳지 않은 것은?

- ① The buyer is not deprived of any right he may have to claim damages by exercising his right to other remedies.
- ② No period of grace may be granted to the seller by a court or arbitral tribunal when the buyer resorts to a remedy for breach of contract.
- ③ The buyer may require performance by the seller of his obligations unless the buyer has resorted to a remedy which is inconsistent with this requirement.
- ④ The buyer may fix an additional period of time of reasonable length for performance by the seller of his obligations.
- ⑤ The buyer must not declare the contract avoided in its entirety only if the failure to make delivery completely or in conformity with the contract amounts to a fundamental breach of the contract.

52. 협회적하약관(Institute Cargo Clauses, 2009) ICC(A) 제4조 ‘면책(Exclusions)’에 관한 내용으로 옳지 않은 것은?

In no case shall this insurance cover :

- ㄱ. loss damage or expense attributable to wilful misconduct of the Assured ;
- ㄴ. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured ;
- ㄷ. loss damage or expense caused by inherent vice or nature of the subject-matter insured ;
- ㄹ. deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons ;
- ㅁ. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

- ① ㄱ ② ㄴ ③ ㄷ ④ ㄹ ⑤ ㅁ

53. Incoterms[®] 2020에서 CIP 규칙의 보험 조항에 관한 설명으로 옳은 것은?

- ① Unless otherwise agreed or customary in the particular trade, the seller must obtain at its own cost cargo insurance complying with the cover provided by Clauses (C) of the Institute Cargo Clauses (LMA/IUA) or any similar clauses as appropriate to the means of transport used.
- ② The insurance shall be contracted with underwriters or an insurance company of good repute and entitle the buyer, or any other person having an insurable interest in the goods, to claim directly from the insurer.
- ③ The insurance shall cover, at a minimum, the price provided in the contract plus 11%(i.e. 110%) and shall be in the currency of the contract.
- ④ The seller must provide the buyer with the insurance policy and cover notes and any other evidence of insurance cover.
- ⑤ The seller may not provide the buyer, at the buyer’s request, risk and cost, with information that the buyer needs to procure any additional insurance.

54. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제2조에 관한 내용으로 옳은 것을 모두 고른 것은?

This Convention does not apply to sales :

- ㄱ. 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 ;
- ㄴ. by auction ;
- ㄷ. on execution or otherwise by authority of judgment ;
- ㄹ. of stocks, shares, investment securities, non-negotiable instruments or money ;
- ㅁ. of ships, vessels, hovercraft or aircraft ;
- ㅂ. of electronics.

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

55. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제56조, 제57조, 제58조에 관한 내용으로 옳은 것은?

- ① The buyer must bear any increase in the expenses incidental to payment which is caused by a change in his place of business subsequent to the conclusion of the contract.
- ② If the buyer is not bound to pay the price at any other particular place, he must pay it to the seller at the buyer's place of payment.
- ③ If the price is fixed according to the weight of the goods, in case of doubt it is to be determined by the gross weight.
- ④ If the buyer 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 seller's disposal in accordance with the contract and this Convention.
- ⑤ If the contract involves carriage of the goods, the seller may dispatch the goods on terms whereby the goods, or documents controlling their disposition, will not be handed over to the buyer except against payment of the price.

56. Incoterms® 2020에서 FCA 규칙에 관한 내용으로 옳지 않은 것은?

- ① If the parties have so agreed in the contract, the buyer must instruct its carrier to issue a bill of lading with an on-board notation to the seller.
- ② A sale under FCA can be concluded naming only the place of delivery, either at the seller's premises or elsewhere, without specifying the precise point of delivery within that named place.
- ③ FCA requires the seller to clear the goods for export, where applicable.
- ④ The seller has no obligation to the buyer to make a contract of carriage. If agreed, the seller must contract for carriage on the usual terms at the seller's risk and cost.
- ⑤ The buyer has no obligation to the seller to make a contract of insurance.

57. 국제물품복합운송에 관한 유엔협약(MT조약, 1980) 제1조 '정의(Definitions)'에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

- “()” means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from a place in one country at which the goods are taken in charge by the multimodal transport operator to a place () for delivery situated in a different country.
- “()” means any statutory law concerning carriage of goods the provisions of which cannot be departed from by contractual stipulation to the detriment of the ().

- ① International multimodal transport - designated - Obligatory national law - consignee
- ② International multimodal transport - named - Mandatory national law - consignee
- ③ International intermodal transport - named - Obligatory national law - consignor
- ④ International multimodal transport - designated - Mandatory national law - consignor
- ⑤ International intermodal transport - designated - Obligatory national law - consignee

58. Incoterms[®] 2020에서 DPU 규칙에 관한 내용으로 옳지 않은 것은?

- ① The seller bears all risks involved in bringing the goods to and unloading them at the named place of destination.
- ② In this Incoterms[®] rule, the delivery and arrival at destination are the same.
- ③ DPU is the only Incoterms[®] rule that requires the seller to unload goods at destination.
- ④ If the buyer fails to organise import clearance, the goods will be held up at a port or inland terminal in the destination country. In this case, the seller bears the risk of any loss that might occur while the goods are thus held up at the port of entry in the destination country.
- ⑤ The seller must contract or arrange at its own cost for the carriage of the goods to the named place of destination or to the agreed point, if any, at the named place of destination.

59. 영국물품매매법(Sale of Goods Act, 1979) 제53조에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

- Where there is a breach of warranty by the seller, or where the buyer elects(or is compelled) to treat any breach of a condition on the part of the seller as a breach of warranty, the buyer is not by reason only of such breach of warranty entitled to reject the goods ; but he may
 - (a) set up against the seller the breach of warranty in () or () of the price, or
 - (b) maintain an action against the seller for damages for the breach of warranty.
- In the case of breach of warranty of () such loss is prima facie the difference between the value of the goods at the time of () to the buyer and the value they would have had if they had fulfilled the warranty.

- ① reduction - expiration - quality - shipment
- ② diminution - extinction - quantity - shipment
- ③ expiration - reduction - quality - shipment
- ④ diminution - extinction - quality - delivery
- ⑤ extinction - expiration - quantity - delivery

60. 추심에 관한 통일규칙(URC 522) 제11조, 제12조, 제14조에 관한 내용으로 옳지 않은 것은?

- ① Banks assume no liability or responsibility should the instructions they transmit not be carried out, even if they have themselves taken the initiative in the choice of such other bank(s).
- ② Banks assume no liability or responsibility for the consequences arising out of delay and/or loss in transit of any message(s), letter(s) or document(s), or for delay, mutilation or other error(s) arising in transmission of any telecommunication or for error(s) in translation and/or interpretation of technical terms.
- ③ Banks will not be liable or responsible for any delays resulting from the need to obtain clarification of any instructions received.
- ④ If the documents do not appear to be listed, the remitting bank shall be precluded from disputing the type and number of documents received by the collecting bank.
- ⑤ Banks must determine that the documents received appear to be as listed in the collection instruction and must advise by telecommunication or, if that is not possible, by other expeditious means, within a reasonable time, the party from whom the collection instruction was received of any documents missing, or found to be other than listed.

61. 화환신용장통일규칙(UCP 600) 제17조 ‘원본서류와 사본(Original Documents and Copies)’, 제18조 ‘상업송장(Commercial Invoice)’에 관한 내용으로 옳은 것을 모두 고른 것은?

- ㄱ. If a credit requires presentation of copies of documents, presentation of either originals or copies is permitted.
- ㄴ. If a credit requires presentation of multiple documents by using terms such as “in duplicate”, “in two fold” or “in two copies”, this will be satisfied by the presentation of at least one original and the remaining number in copies, except when the document itself indicates otherwise.
- ㄷ. A commercial invoice must be made out in the same currency as the credit and must be signed.
- ㄹ. The description of the goods, services or performance in a commercial invoice must not correspond with that appearing in the credit.

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

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

- ① An electronic record must provide evidence of its date of issuance.
- ② Any requirement for presentation of one or more originals or copies of an electronic record is satisfied by the presentation of one electronic record.
- ③ Banks deal with the goods, services or performance to which an electronic record or paper document may relate.
- ④ Presenter means the beneficiary, or any party acting on behalf of the beneficiary who makes a presentation to a nominated bank, confirming bank, if any, or to the issuing bank directly.
- ⑤ Re-present or re-presented means to substitute or replace an electronic record already presented.

63. ICC 은행간 화환신용장 대금상환에 관한 통일규칙(URR 725)에서 ‘개설은행 (Issuing bank)’에 관한 내용으로 옳지 않은 것은?

- ① “Issuing bank” means the bank that has issued a credit and the reimbursement authorization under that credit.
- ② The issuing bank is responsible for providing the information required in these rules in both the reimbursement authorization and the credit.
- ③ An issuing bank must send to a reimbursing bank a copy of the credit or any part thereof, or a copy of an amendment to the credit in place of or in addition to the reimbursement authorization or reimbursement amendment.
- ④ The issuing bank must cancel its reimbursement authorization for any unutilized portion of the credit to which it refers, informing the reimbursing bank without delay.
- ⑤ An issuing bank must not, upon receipt of documents, give a new reimbursement authorization or additional instructions unless they constitute an amendment to, or a cancellation of, an existing reimbursement authorization.

64. 해상화물운송에 관한 유엔협약(Hamburg Rules, 1978) 제19조 ‘멸실, 훼손 또는 지연의 통지(Notice of loss, damage or delay)’, 제20조 ‘소송의 제한(Limitation of action)’에 관한 내용으로 옳지 않은 것은?

- ① Unless notice of loss or damage, specifying the general nature of such loss or damage, is given in writing by the consignee to the carrier not later than the working day after the day when the goods were handed over to the consignee, such handing over is prima facie evidence of the delivery by the carrier of the goods as described in the document of transport or, if no such document has been issued, in good condition.
- ② Any action relating to carriage of goods under this Convention is time-barred if judicial or arbitral proceedings have not been instituted within a period of one year.
- ③ In the case of any actual or apprehended loss or damage, the carrier and the consignee must give all reasonable facilities to each other for inspecting and tallying the goods.
- ④ No compensation shall be payable for loss resulting from delay in delivery unless a notice has been given in writing to the carrier within 60 consecutive days after the day when the goods were handed over to the consignee.
- ⑤ If the state of the goods at the time they were handed over to the consignee has been the subject of a joint survey or inspection by the parties, notice in writing need not be given of loss or damage ascertained during such survey or inspection.

65. 추심에 관한 통일규칙(URC 522) 제7조에 관한 내용으로 옳은 것을 모두 고른 것은?

If a collection contains ㉠ a bill of exchange payable at a future date, the collection instruction should state whether ㉡ the financial documents are to be released to ㉢ the drawee against acceptance (D/A) or against payment (D/P). In the absence of such statement ㉣ financial documents will be released only against payment and ㉤ the remitting bank will not be responsible for any consequences arising out of any delay in the delivery of documents.

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

66. 화환신용장통일규칙(UCP 600) 제28조 ‘보험서류 및 담보범위(Insurance Document and Coverage)’에 관한 내용으로 옳지 않은 것은?

- ① Cover notes will not be accepted.
- ② When the insurance document indicates that it has been issued in more than one original, all originals must be presented.
- ③ An insurance policy is acceptable in lieu of an insurance certificate or a declaration under an open cover.
- ④ An insurance document may contain reference to any exclusion clause.
- ⑤ An insurance document must not indicate that the cover is subject to a franchise or excess(deductible).

67. 선하증권에 관한 법규의 통일을 위한 국제협약(Hague Rules, 1924) 제4조에 관한 내용으로 옳은 것을 모두 고른 것은?

- ㄱ. 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, but the carrier shall be liable for any loss or damage resulting therefrom.
- ㄴ. The shipper shall not 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.
- ㄷ. Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place, or destroyed or rendered innocuous by the carrier without compensation.
- ㄹ. Neither the carrier nor the ship shall be responsible in any event for loss or damage to, or in connexion with, goods if the nature or value thereof has been knowingly misstated by the consignee in the bill of lading.

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

68. 영국물품매매법(Sale of Goods Act, 1979) 제61조에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

In this Act, unless the context or subject matter otherwise requires. -
 “()” means wrongful act or default ;
 “()” means goods identified and agreed on at the time a contract of sale is made ;
 “()” means goods to be manufactured or acquired by the seller after the making of the contract of sale ;
 “()” includes pursuer, complainer, claimant in a multiplepoiniding and defendant or defender counter-claiming.

- ① negligence - specific goods - unascertained goods - plaintiff
- ② fault - ascertained goods - unascertained goods - defendant
- ③ negligence - ascertained goods - unascertained goods - defendant
- ④ fault - specific goods - future goods - plaintiff
- ⑤ negligence - specific goods - future goods - defendant

69. 화환신용장통일규칙(UCP 600) 제9조 ‘신용장 및 조건변경의 통지(Advising of Credits and Amendments)’에 관한 내용으로 옳지 않은 것은?

- ① A credit and any amendment may be advised to a beneficiary through an advising bank.
- ② An advising bank that is not a confirming bank advises the credit and any amendment without any undertaking to honour or negotiate.
- ③ A bank utilizing the services of an advising bank or second advising bank to advise a credit need not use the same bank to advise any amendment thereto.
- ④ An advising bank may utilize the services of another bank (“second advising bank”) to advise the credit and any amendment to the beneficiary.
- ⑤ If a bank is requested to advise a credit or amendment but elects not to do so, it must so inform, without delay, the bank from which the credit, amendment or advice has been received.

70. 화환신용장통일규칙(UCP 600) 제2조 ‘정의(Definitions)’, 제3조 ‘해석(Interpretations)’에 관한 내용으로 옳은 것은?

- ① The words “before” and “after” when used to determine a maturity date exclude the date mentioned.
- ② 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 exclusive.
- ③ 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.
- ④ Advising bank means the bank that adds its confirmation to a credit upon the issuing bank’s authorization or request.
- ⑤ Negotiation means either the delivery of documents under a credit to the issuing bank or nominated bank or the documents so delivered.

71. 해상화물운송에 관한 유엔협약(Hamburg Rules, 1978) 제4조 ‘책임의 기간(Period of responsibility)’에 관한 내용으로 옳은 것은?

- ① The responsibility of the carrier for the goods under this Convention covers the period during which the carrier is in charge of the goods at the port of loading, during the carriage and at the port of discharge.
- 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 sea.
- ③ The period of responsibility of the carrier for the goods under this Convention begins when the carrier or a performing party receives the goods for carriage and ends when the goods are delivered.
- ④ If the law or regulations of the place of receipt require the goods to be handed over to an authority or other third party from which the carrier may collect them, the period of responsibility of the carrier begins when the carrier collects the goods from the authority or other third party.
- ⑤ The responsibility of the multimodal transport operator for the goods under this Convention covers the period from the time he takes the goods in his charge to the time of their delivery.

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

- ① 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.
- ② Any State may, at the time of signature, ratification or accession, declare that this Convention shall extend to all or any of the territories for the international relations of which it is responsible.
- ③ With respect to those territories to which this Convention is not extended at the time of signature, ratification or accession, each State concerned shall consider the possibility of taking the necessary steps in order to extend the application of this Convention to such territories, subject, where necessary for constitutional reasons, to the consent of the Governments of such territories.
- ④ A Contracting State shall not be entitled to avail itself of the present Convention against other Contracting States except to the extent that it is itself bound to apply the Convention.
- ⑤ Any Contracting State may denounce this Convention by a written notification to the Secretary-General of the United Nations. Denunciation shall take effect three years after the date of receipt of the notification by the Secretary-General.

73. 화환신용장통일규칙(UCP 600) 제6조 ‘이용가능성, 유효기일 그리고 제시장소 (Availability, Expiry Date and Place for Presentation)’에 관한 내용으로 옳지 않은 것은?

- ① A credit must state the bank with which it is available or whether it is available with any bank.
- ② A credit must state whether it is available by sight payment, deferred payment, acceptance or negotiation.
- ③ A credit must not be issued available by a draft drawn on the issuing bank.
- ④ A credit must state an expiry date for presentation.
- ⑤ The place of the bank with which the credit is available is the place for presentation.

74. 선하증권에 관한 법규의 통일을 위한 국제협약(Hague Rules, 1924) 제1조에 관한 내용이다. ()에 들어갈 용어로 옳게 나열된 것은?

In this Convention the following words are employed with the meanings set out below :

“(㉠)” includes the owner or the charterer who enters into a contract of carriage with a shipper.

“(㉡)” 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 or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.

“(㉢)” includes goods, wares, merchandise and articles of every kind whatsoever except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.

“(㉣)” means any vessel used for the carriage of goods by sea.

“(㉤)” covers the period from the time when the goods are loaded on to the time they are discharged from the ship.

- ① ㉠ Ocean freight forwarder - ㉡ Contract of carriage
- ② ㉠ Ocean freight forwarder - ㉤ Carriage of goods by ocean
- ③ ㉡ Contract of carriage - ㉢ Goods
- ④ ㉢ Goods - ㉣ Tanker
- ⑤ ㉣ Tanker - ㉤ Carriage of goods by ocean

75. 협회적하약관(Institute Cargo Clauses, 2009) ICC(B) 제10조 ‘항해의 변경 (Change of Voyage)’에 관한 내용으로 옳지 않은 것은?

- Where, after attachment of this insurance, the destination is changed by ㉠ the Assured, this must be notified promptly to ㉡ Insurers 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 at a reasonable commercial market rate on reasonable market terms.
- Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of ㉣ the Assured or their employees the ship sails for another destination, this insurance will ㉤ not be deemed to have attached at commencement of such transit.

- ① ㉠ ② ㉡ ③ ㉢ ④ ㉣ ⑤ ㉤

76. 국제물품복합운송에 관한 유엔협약(MT조약, 1980) 제8조 ‘복합운송증권의 내용 (Contents of the multimodal transport document)’에 포함되는 것을 모두 고른 것은?

- The multimodal transport document shall contain the following particulars :
- ㉠. The apparent condition of the vehicle ;
 - ㉡. The place and date of taking in charge of the goods by the multimodal transport operator ;
 - ㉢. The date or the period of delivery of the goods at the place of delivery, if expressly agreed upon between the parties ;
 - ㉣. A statement indicating whether the multimodal transport document is semi-negotiable ;
 - ㉤. The place and date of issue of the multimodal transport document ;
 - ㉥. The foul marks necessary for identification of the goods.

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

77. 영국해상보험법(MIA, 1906)에서 '보험증권'에 관한 내용으로 옳은 것은?

- ① Where a policy is subscribed by or on behalf of two or more insurers, each subscription, unless the contrary be expressed, constitutes a distinct contract with the policy holder.
- ② Where the contract is to insure the subject-matter "at and from," or from one place to another or others, the policy is called a "time policy," and where the contract is to insure the subject-matter for a definite period of time the policy is called a "voyage policy."
- ③ The nature and extent of the interest of the assured in the subject-matter insured must be designated in a marine policy with reasonable certainty.
- ④ An unvalued policy is a policy which specifies the agreed value of the subject-matter insured.
- ⑤ A floating policy is a policy which describes the insurance in general terms, and leaves the name of the ship or ships and other particulars to be defined by subsequent declaration.

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

- ① These Rules shall apply when adopted by a contract of carriage which is not covered by a bill of lading or similar document of title, whether the contract be in writing or not.
- ② The shipper warrants the accuracy of the particulars furnished by him relating to the goods, and shall indemnify the carrier against any loss, damage or expense resulting from any inaccuracy.
- ③ The shipper shall have the option, to be exercised not later than the receipt of the goods by the carrier, to transfer the right of control to the consignee.
- ④ The carrier shall be under liability for wrong delivery even if he can prove that he has exercised reasonable care to ascertain that the party claiming to be the consignee is in fact that party.
- ⑤ The contract of carriage shall 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.

79. 외국중재판정의 승인 및 집행에 관한 유엔협약(뉴욕협약, 1958)에 관한 내용으로 옳은 것을 모두 고른 것은?

- ㄱ. The term “arbitral awards” shall include not awards made by arbitrators appointed for each case but those made by permanent arbitral bodies to which the parties have submitted.
- ㄴ. This Convention shall continue to be applicable to arbitral awards in respect of which recognition or enforcement proceedings have been instituted before the denunciation takes effect.
- ㄷ. For each State ratifying or acceding to this Convention after the deposit of the third instrument of ratification or accession, this Convention shall enter into force on the thirtieth day after deposit by such State of its instrument of ratification or accession.
- ㄹ. Accession shall be effected by the deposit of an instrument of accession with the Secretary-General of the United Nations.

- ① ㄱ, ㄴ ② ㄱ, ㄹ ③ ㄴ, ㄷ ④ ㄴ, ㄹ ⑤ ㄷ, ㄹ

80. 몬트리올협약(Montreal Convention, 1999)에 관한 내용으로 옳지 않은 것은?

- ① A carrier may stipulate that the contract of carriage shall be subject to higher limits of liability than those provided for in this Convention or to no limits of liability whatsoever.
- ② Carriage between two points within the territory of a single State Party without an agreed stopping place within the territory of another State is international carriage for the purposes of this Convention.
- ③ Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.
- ④ In the case of aircraft accidents resulting in death or injury of passengers, the carrier shall, if required by its national law, make advance payments without delay to a natural person or persons who are entitled to claim compensation in order to meet the immediate economic needs of such persons.
- ⑤ A carrier may be required by the State Party into which it operates to furnish evidence that it maintains adequate insurance covering its liability under this Convention.