

무역영어

41. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제19조의 일부이다. ()에 공통으로 들어갈 용어는?

- A reply to an offer which purports to be an acceptance but contains additional or different terms which do not () alter the terms of the offer constitutes an acceptance, unless the offeror, without undue delay, objects orally to the discrepancy or dispatches a notice to that effect.
- Additional or different terms relating, among other things, to the price, payment, quality and quantity of the goods, place and time of delivery, extent of one party's liability to the other or the settlement of disputes are considered to alter the terms of the offer ().

- ① seriously ② materially ③ effectively ④ severely ⑤ mainly

42. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제47조, 제48조, 제61조, 제62조에 관한 설명으로 옳지 않은 것은?

- ① Period of grace must be granted to the buyer by a court or arbitral tribunal when the seller resorts to a remedy for breach of contract.
- ② The buyer may fix an additional period of time of reasonable length for performance by the seller of his obligations.
- ③ If the seller requests the buyer to make known whether he will accept performance and the buyer does not comply with the request within a reasonable time, the seller may perform within the time indicated in his request.
- ④ The seller may require the buyer to pay the price, take delivery or perform his other obligations, unless the seller has resorted to a remedy which is inconsistent with this requirement.
- ⑤ The seller is not deprived of any right he may have to claim damages by exercising his right to other remedies.

43. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제81조의 일부이다. ()에 들어갈 용어로 옳은 것은?

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. If both parties are bound to make restitution, they must do so ().

- ① sequentially ② concurrently ③ fairly ④ duly ⑤ negotiably

44. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제32조, 제35조, 제37조, 제38조, 제58조에 관한 설명으로 옳지 않은 것은?

- ① The seller must deliver goods which are of the quantity, quality and description required by the contract and which are contained or packaged in the manner required by the contract.
- ② If the seller is bound to arrange for carriage of the goods, he must make such contracts as are necessary for carriage to the place fixed by means of transportation appropriate in the circumstances and according to the usual terms for such transportation.
- ③ 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 buyer's disposal in accordance with the contract and this Convention.
- ④ The buyer must examine the goods, or cause them to be examined, within as short a period as is practicable in the circumstances.
- ⑤ If the seller has delivered goods before the date for delivery, he may, up to that date, deliver any missing part or make up any sufficiency in the quantity of the goods delivered, or deliver goods in replacement of any conforming goods delivered, provided that the exercise of this right does not cause the buyer unreasonable inconvenience or unreasonable expense.

45. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제85조, 제86조, 제87조, 제88조에 관한 설명으로 옳지 않은 것은?

- ① 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.
- ② 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.
- ③ A party selling the goods has the right to retain out of the proceeds of sale an amount equal to the reasonable profit, cost and expenses of preserving the goods and of selling them. He may retain the balance.
- ④ If the goods are subject to rapid deterioration or their preservation would involve unreasonable expense, a party who is bound to preserve the goods in accordance with article 85 or 86 must take reasonable measures to sell them.
- ⑤ 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 the other party provided that the expense incurred is not unreasonable.

46. Incoterms® 2020상 거래조건별 당사자 의무 조항을 바르게 나열한 것을 모두 고른 것은?

- ㄱ. A1/B1 General obligations - A2/B2 Licences, authorizations, security clearances and other formalities
- ㄴ. A3/B3 Transfer of risks - A4/B4 Taking delivery
- ㄷ. A5/B5 Insurance - A6/B6 Delivery/transport document
- ㄹ. A7/B7 Export/import clearance - A8/B8 Checking/packaging/marketing
- ㅁ. A9/B9 Allocation of costs - A10/B10 Assistance with information and related costs

- ① ㄱ, ㄴ ② ㄱ, ㅁ ③ ㄴ, ㄷ ④ ㄷ, ㄹ ⑤ ㄹ, ㅁ

47. Incoterms[®] 2020상 Incoterms[®] 2010 규칙을 변경한 사항으로 옳은 것은 모두 몇 개 인가?

- Different levels of insurance cover in CIF and CIP
- Change in the three-letter initials for DAP to DPU
- Bills of lading with an on-board notation and the FAS Incoterms[®] rule
- Arranging for carriage with seller's or buyer's own means of transport in FAS, DAP, DPU and DDP
- Costs, where they are listed
- Exclusion of security-related requirements within carriage obligations and costs
- Explanatory Notes for Users

- ① 3 ② 4 ③ 5 ④ 6 ⑤ 7

48. Incoterms[®] 2020 소개문(Introduction)상 인도지점에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

- Thus, the delivery point in EXW is an agreed point for () of the goods by the (), whatever the destination to which the () will take them.
- In the F and C groups, risk transfers at the () end of the main carriage such that the () will have performed its obligation to deliver the goods whether or not the goods actually arrive at their destination.

- ① collection - buyer - buyer - seller's - buyer
 ② accumulation - seller - seller - seller's - seller
 ③ collection - buyer - buyer - seller's - seller
 ④ accumulation - buyer - seller - buyer's - seller
 ⑤ collection - buyer - buyer - buyer's - buyer

51. Incoterms® 2020상 CPT 규칙에 관한 내용으로 옳지 않은 것은?

- ① The buyer must contract or procure a contract for the carriage of the goods from the agreed point of delivery, if any, at the place of delivery to the named place of destination or, if agreed, any point at that place.
- ② The seller has no obligation to the buyer to make a contract of insurance.
- ③ 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.
- ④ The buyer must pay the price of the goods as provided in the contract of sale.
- ⑤ The buyer must, whenever it is agreed that the buyer is entitled to determine the time for dispatching the goods and/or the point of receiving the goods within the named place of destination, give the seller sufficient notice.

52. 영국물품매매법(SGA, 1979) 제45조에 관한 내용으로 옳지 않은 것은?

- ① When goods are delivered to a ship chartered by the buyer it is a question depending on the circumstances of the particular case whether they are in the possession of the master as a carrier or as agent to the buyer.
- ② If the buyer or his agent in that behalf obtains delivery of the goods before their arrival at the appointed destination, the transit is at an end.
- ③ If the goods are rejected by the buyer, and the carrier or other bailee or custodian continues in possession of them, the transit is deemed to be at an end, even if the seller has refused to receive them back.
- ④ Where part delivery of the goods has been made to the buyer or his agent in that behalf, the remainder of the goods may be stopped in transit, unless such part delivery has been made under such circumstances as to show an agreement to give up possession of the whole of the goods.
- ⑤ Where the carrier or other bailee or custodian wrongfully refuses to deliver the goods to the buyer or his agent in that behalf, the transit is deemed to be at an end.

56. 화환신용장통일규칙(UCP 600) 제21조에 관한 내용으로 옳은 것은?

- ① The date of issuance of the non-negotiable sea waybill will not be deemed to be the date of shipment unless the non-negotiable sea waybill contains an on board notation indicating the date of shipment, in which case the date stated in the on board notation will be deemed to be the date of shipment.
- ② If the non-negotiable sea waybill does not contain the indication “intended vessel” or similar qualification in relation to the name of the vessel, an on board notation indicating the date of shipment and the name of the actual vessel is required.
- ③ A non-negotiable sea waybill may indicate that the goods will or may be transhipped provided that the entire carriage is covered by one and the same non-negotiable sea waybill.
- ④ If the non-negotiable sea waybill does not indicate the port of loading stated in the credit as the port of loading, or if it does not contain the indication “intended” or similar qualification in relation to the port of loading, an on board notation indicating the port of loading as stated in the credit, the date of shipment and the name of the vessel is required.
- ⑤ Clauses in a non-negotiable sea waybill stating that the carrier reserves the right to tranship will be accepted.

57. 화환신용장통일규칙(UCP 600) 제28조에 관한 내용으로 옳은 것은?

- ① An insurance document will not be accepted without regard to any risks that are not covered if the credit uses imprecise terms such as “usual risks”.
- ② Cover notes shall be accepted.
- ③ A requirement in the credit for insurance coverage to be for a percentage of the value of the invoice value is deemed to be the maximum amount of coverage required.
- ④ When the CIF or CIP value cannot be determined from the documents, the amount of insurance coverage must be calculated on the basis of the amount for which honour or negotiation is requested or the gross value of the goods as shown on the invoice, whichever is greater.
- ⑤ An insurance policy is not acceptable in lieu of an insurance certificate or a declaration under an open cover.

61. 추심에 관한 통일규칙(URC 522) 제5조에 관한 내용으로 옳지 않은 것은?

- ① For the purposes of these Articles, presentation is the procedure whereby the presenting bank makes the documents available to the drawee as instructed and in accordance with local banking practice.
- ② The documents and collection instruction may be sent directly by the remitting bank to the collecting bank or through another bank as intermediary.
- ③ For the purpose of giving effect to the instructions of the principal, the remitting bank will utilise the bank nominated by the principal as the collecting bank.
- ④ The collection instruction should state the maturity date of time within which any action is to be taken by the drawer.
- ⑤ If the remitting bank does not nominate a specific presenting bank, the collecting bank may utilise a presenting bank of its choice.

62. 추심에 관한 통일규칙(URC 522) 제6조에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

In the case of documents payable () the presenting bank must make presentation for payment without delay. In the case of documents payable at () other than () the presenting bank must, where acceptance is called for, make presentation for acceptance without delay, and where payment is called for, make presentation for payment not later than the appropriate () date.

- ① sight - usance - at sight - maturity ② sight - a tenor - at sight - maturity
- ③ at sight - usance - at sight - period ④ at sight - a tenor - sight - maturity
- ⑤ at sight - usance - sight - period

63. 선하증권에 관한 법규의 통일을 위한 국제협약(Hague Rules, 1924) 제1조에 관한 설명으로 옳은 것을 모두 고른 것은?

ㄱ. "Carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper.
 ㄴ. "Goods" includes any container, pallet or similar article of transport or packaging, if supplied by the consignor.
 ㄷ. "Carriage of goods" covers the period from the time when the goods are loaded on to the time they are discharged from the ship.
 ㄹ. "Ship" means any vessel used for the carriage of goods by sea.

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

64. 선하증권에 관한 법규의 통일을 위한 국제협약(Hague Rules, 1924) 제3조에 관한 내용으로 옳지 않은 것은?

- ① Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to, or in connexion with, goods arising from negligence, fault, or failure in the duties and obligations provided in this Article or lessening such liability otherwise than as provided in this Convention, shall have full legal effect.
- ② Provided that no carrier, master or agent of the carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.
- ③ In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.
- ④ The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to make the ship seaworthy.
- ⑤ 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.

65. 몬트리올협약(Montreal Convention, 1999) 제31조의 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within () days from the date of receipt in the case of checked baggage and () days from the date of receipt in the case of cargo. In the case of (), the complaint must be made at the latest within () days from the date on which the baggage or cargo have been placed at his or her disposal.

- ① seven, seven, damage, fourteen ② fourteen, seven, delay, fourteen
- ③ seven, fourteen, delay, twenty-one ④ fourteen, fourteen, damage, fourteen
- ⑤ seven, twenty-one, delay, twenty-one

66. 몬트리올협약(Montreal Convention, 1999) 제17조에 관한 내용으로 옳지 않은 것은?

- ① The carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.
- ② The carrier is liable for damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier.
- ③ In the case of unchecked baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents.
- ④ If the carrier admits the loss of the checked baggage, or if the checked baggage has not arrived at the expiration of fourteen days after the date on which it ought to have arrived, the passenger is entitled to enforce against the carrier the rights which flow from the contract of carriage.
- ⑤ Unless otherwise specified, in this Convention the term “baggage” means both checked baggage and unchecked baggage.

67. 영국해상보험법(MIA, 1906) 제78조에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

- General average losses and contributions and salvage charges, as defined by this Act, are () under the suing and labouring clause.
- Expenses incurred for the purpose of averting or diminishing any loss not covered by the policy are () under the suing and labouring clause.
- It is the duty of the () and his agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss.

- ① recoverable - not recoverable - insurer
- ② not recoverable - recoverable - assured
- ③ not recoverable - not recoverable - insurer
- ④ not recoverable - not recoverable - assured
- ⑤ recoverable - recoverable - insurer

68. 영국해상보험법(MIA, 1906) 제84조에 관한 내용으로 옳지 않은 것은?

- ① Where the consideration for the payment of the premium totally fails, and there has been no fraud or illegality on the part of the assured or his agents, the premium is thereupon returnable to the assured.
- ② Where the assured has a defeasible interest which is terminated during the currency of the risk, the premium is returnable.
- ③ Where the assured has no insurable interest throughout the currency of the risk, the premium is returnable, provided that this rule does not apply to a policy effected by way of gaming or wagering.
- ④ Where the consideration for the payment of the premium is apportionable and there is a total failure of any apportionable part of the consideration, a proportionate part of the premium is, under the like conditions, thereupon returnable to the assured.
- ⑤ Where the assured has over-insured under an unvalued policy, a proportionate part of the premium is returnable.

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

- ① Any Contracting State may denounce this Convention by a written notification to the Secretary-General of the United Nations.
- ② Denunciation shall take effect six months after the date of receipt of the notification by the Secretary-General.
- ③ 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.
- 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 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.

70. 외국중재판정의 승인 및 집행에 관한 유엔협약(뉴욕협약, 1958) 제10조와 제12조에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

- At any time thereafter any such extension shall be made by notification addressed to the Secretary-General of the United Nations and shall take effect as from the () day after the day of receipt by the Secretary-General of the United Nations of this notification, or as from the date of entry into force of the Convention for the State concerned, whichever is the ().
- This Convention shall come into force on the () day following the date of deposit of the third instrument of ratification or accession.
- 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 () day after deposit by such State of its instrument of ratification or accession.

- ① ninetieth - later - thirtieth - ninetieth
- ② sixtieth - earlier - sixtieth - sixtieth
- ③ ninetieth - later - thirtieth - sixtieth
- ④ sixtieth - earlier - thirtieth - ninetieth
- ⑤ ninetieth - later - ninetieth - ninetieth

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

- ㄱ. The carrier shall deliver the goods to the consignee upon production of proper identification.
- ㄴ. The shipper warrants the accuracy of the particulars furnished by him relating to the goods, and shall indemnify the consignee against any loss, damage or expense resulting from any inaccuracy.
- ㄷ. 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 consignee that he has authority so to do.

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

72. 해상화물운송장에 관한 CMI 통일규칙(CMI Uniform Rules for Sea Waybills, 1990) 제5조에 관한 내용이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

In the absence of reservation by the (), any statement in a sea waybill or similar document as to the quantity or condition of the goods shall

a) as between the carrier and the () be prima facie evidence of receipt of the goods as so stated;

b) as between the carrier and the () be conclusive evidence of receipt of the goods as so stated, and proof to the contrary shall not be permitted, provided always that the () has acted in good faith.

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

73. 협회적하약관(Institute Cargo Clauses, 2009) ICC(B) 제16조, 제17조, 제18조에 관한 설명으로 옳지 않은 것은?

- ① It is the duty of the Assured and their employees and agents in respect of loss recoverable to take such measures as may be reasonable for the purpose of averting or minimising such loss.
- ② Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- ③ It is the duty of the Assured and their employees and agents in respect of loss recoverable to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.
- ④ It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.
- ⑤ The Insurers shall not be, in addition to any loss recoverable, reimbursed the Assured for any charges properly and reasonably incurred in pursuance of the minimising losses.

74. 협회적하약관(Institute Cargo Clauses, 2009) ICC(B)에서 담보하는 위험이 아닌 것은?

- ① ordinary wear and tear
- ② washing overboard
- ③ earthquake volcanic eruption or lightning
- ④ overturning or derailment of land conveyance
- ⑤ jettison

75. 다음 내용이 설명하는 서류는?

It is hereby certificated that the goods originated in the territory of Korea, and comply with the origin requirements specified for those goods in KOREA-XXXX FTA.

- ① Certificate of Origin
- ② Charter Party
- ③ Tally Sheet
- ④ Storage Plan
- ⑤ Certificate of Measurement and Weight

76. 비즈니스계약서 내용 중 일부이다. 이 조항에 해당하는 것은?

- This contract constitutes the complete and exclusive statement of the terms and conditions between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject of this contract.
- This contract may not be modified except in writing and signed by duly authorized representatives of both parties.

- ① escalation clause ② entire agreement clause ③ infringement clause
- ④ arbitration clause ⑤ non-waiver clause

77. 플랜트(Plant) 수출계약 내용 중 일부이다. ()에 공통으로 들어갈 용어는?

If the contractor shall fail to complete the work by the time agreed upon, the contractor shall be liable to pay () of USD ____ every delay day from the contractual time of completion to actual time of completion. In any case, the amount of () shall not exceed USD ____.

- ① advance payment ② restitution ③ retention payment
④ liquidated damages ⑤ default interest

78. 국제물품매매계약에 관한 유엔협약(CISG, 1980) 제66조, 제67조에 관한 설명이다. ()에 들어갈 용어를 순서대로 바르게 나열한 것은?

- Loss of or damage to the goods after the risk has passed to the buyer does not () him from his () to pay the price, unless the loss or damage is due to an act or () of the seller.
○ If the contract of sale involves carriage of the goods and the () 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 () in accordance with the contract of sale.

- ① free - duty - bad faith - seller - buyer
② relieve - responsibility - mistake - buyer - seller
③ discharge - obligation - omission - seller - buyer
④ prevent - remedy - negligence - seller - buyer
⑤ hinder - claim - malice - carrier - contractor

79. 전자적 제시를 위한 UCP 추록(eUCP Version 2.0) 제e3조에 관한 내용으로 옳지 않은 것은?

- ① Data corruption means any distortion or loss of data that renders the electronic record, as it was presented, unreadable in whole or in part.
- ② Electronic record means a computerised or an electronic or any other automated means used to process and manipulate data, initiate an action or respond to data messages or performances in whole or in part.
- ③ Paper document means a document in a paper form.
- ④ Format means the data organisation in which the electronic record is expressed or to which it refers.
- ⑤ Received means when an electronic record enters a data processing system, at the place for presentation indicated in the eUCP credit, in a format capable of being accepted by that system.

80. 영국해상보험법(MIA, 1906)에 관한 내용이다. ()에 들어갈 보험증권을 순서대로 바르게 나열한 것은?

- () 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.
- () is a policy which specifies the agreed value of the subject-matter insured.

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