수험번호 :

성　　명 :

국가공인자격검정

2016년 제3회 무역영어 1급 시험문제

제1과목명 : 영문해석
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A형

<응시자 유의사항>

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대한상공회의소

<제1과목> 영문해석

1. Who might be Steve under the following correspondence?

Dear Steve,

We are exporting ladies jackets ready for containers in four TEU. The goods are destined for Busan, Korea. Could you pick up the goods to London from our warehouse, and then deliver them to its destination in Korea by the end of April?

Please let us have details of your freight charges and customs clearance fees by end of this week.

Yours faithfully,

① freight forwarder ② carrier
③ charterer ④ customs broker

2. What does the underlined refer to?

After shipment, an exporter prepares a bill of exchange stating how much is to be paid and when. For this the exporter submits a *form* to the remitting/negotiating bank, accompanied by documents with the exporter's instructions for acceptance or payment of drawee/importer.

① Collection order ② Payment order
③ Remitting order ④ Negotiation order

3. Below is explanation of subrogation under insurance. Which is WRONG?

Subrogation is a term denoting a legal right that is reserved by most insurance carriers. This is the right for an *(가) insured* to pursue a *(나) third party* that caused an insurance loss to the *(다) insured.* This is done as a means of recovering the amount of the claim paid to the *(라) insured* for the loss.

① (가) ② (나) ③ (다) ④ (라)

4. Below is about Aval. Choose one which is WRONG.

Aval - Guarantee added by a bank to an *(가) accepted sight draft* by *(나) endorsing* the front of the draft "per aval." The avalizing bank becomes obligated to pay the draft *(다) at maturity* if the *(라) drawee* fails to do so.

① (가) ② (나) ③ (다) ④ (라)

5. Below explains a type of transport document. What is THIS?

THIS is a non-negotiable transport document and its great advantage is that its presentation by the consignee is not required in order for him, on production of satisfactory identification, to take delivery of the goods arriving before *THIS*.
It is not a document of title but contains, or is evidence of, the contract of transport between the shipper and the carrier.

① sea waybill ② bill of lading
③ master's receipt ④ delivery order

6. What does the following explain?

Global communication network that facilitates 24-hour secure international exchange of payment instructions between banks, central banks, multinational corporations, and major securities firms.

① SWIFT ② TELEX
③ GIRO ④ CHIPS

7. Below is part of Incoterms 2010 Introduction. Choose one which is NOT suitable for the blank.

Incoterms rules, however, say nothing about (가) or the method of its payment. Neither do they deal with (나), or the consequences of a breach of contract. These matters are normally dealt with (다) or in the law (라).

① (가) the price to be paid
② (나) the transfer of ownership of the goods
③ (다) through trade terms in the contract of sale
④ (라) governing that contract

8. Which one is a WRONG match?

① ( ) means in this sense, a book with pictures and descriptions of products, often distributed free to potential customers as a means of promotional advertising. (catalogue)
② ( ) is series of procedure to investigate overall environment and situation of a specific market and also analyze them to develop new markets and to promote exports. (Overseas market research)
③ ( ) is to assess the future payment capability of a business counter-party by investigating its credit worthiness and by analysing its financial standing. (Credit inquiry)
④ A ( ) will not terminate the offer when it is consistent with the idea that offeree is still keeping the original under consideration. (counter offer)

9. What kind of contract is the below?

Bailment of goods to another (bailee) for sale under agreement that bailee will pay bailor for any sold goods and will return any unsold goods.

① contract of sale ② offer on approval
③ sole agent agreement ④ consignment contract

10. Which is related to "offer subject to prior sale"?

① We are pleased to offer firm subject to receiving your reply by September 30, 2016.
② We are pleased to offer you the following items subject to our final confirmation.
③ We have the pleasure in offering you the following items subject to being unsold.
④ We have the pleasure in offering you the following items subject to receiving your reply by September 30, 2016.

11. Which one is CORRECT according to the letter?

We have received your quotation of May 25, 2015. We appreciate the supply of samples No. 125-AX which are according to our expectation. Your present prices are actually not competitive in this market, however. Therefore, we are unable to place an order with you at this time even though we are favorably impressed by your samples. Under such circumstances, we have to ask you to revise the prices of the sample No. 125-AX. In the meantime, we would like to request you to ship the goods (item No. 157-BC) under the same conditions as those in the previous transaction.

① The writer is satisfied with the price of the sample.
② The writer asks to improve the quality of the sample.
③ The writer asks to deliver the goods (item No. 157-BC) with price revision.
④ This is not the first transaction between the writer and the addressee.

12. Choose one that is most appropriate for the blank.

( ) means that the grain is to be sound and in a good condition when shipped, and the buyer must accept it as it is for condition when delivered. The buyer assumes the risk for damage during the transit. So, this term is 'shipped quality terms'.

① G.M.Q. ② Rye Terms
③ Sea-Damaged Terms ④ Tale Quale

[13~14] Which of the following is the LEAST appropriate Korean translation?

13.

(가) Thank you for your letter of 15 April quoting rates for insurance cover for stock stored in our warehouse at the above address. (나) The value of the stock held varies with the season but does not normally exceed USD100,000 at any time. (다) Please arrange cover in this sum for all the risks mentioned in your letter and on the terms quoted, namely 0.5% per annum. (라) Cover should take effect from 1 May.

① (가) 4월 15일자 서한에서 위 주소 소재 저희 창고에 보관된 재고의 보험요율을 견적해 주셔서 감사합니다.
② (나) 재고의 가치는 계절마다 차이가 나지만 통상적으로 어느 때라도 100,000달러를 넘지는 않습니다.
③ (다) 귀하의 서한에서 언급된 모든 위험과 견적된 기간에 대해 연간 0.5% 조건으로 담보하여 주십시오.
④ (라) 이 보험은 5월 1일부터 발효돼야 합니다.

14.

(가) We would like to register a complaint about the G32 monitors we just received. (나) The resolution on the monitors does not at all match that guaranteed by your sales representative. (다) We made a sizable order based on what we were told. (라) Please address this issue immediately.

① (가) 저희가 방금 받은 G32모니터에 대해 불만을 제기할 것이 있습니다.
② (나) 모니터에 대하여 우리가 결정한 것은 귀사의 판매직원 보장과 전혀 맞지 않습니다.
③ (다) 저희는 들은 것을 바탕으로 대량 주문을 하였습니다.
④ (라) 이 문제에 대해 즉각 답을 바랍니다.

15. Please put the following sentences in order.

a. To avoid having your account closed, please remit payment immediately. b. We urge you to send us a check before March 15. c. Failure to respond could result in damage to your credit rating and additional legal action. d. A statement is enclosed. e. If you wish to discuss special arrangements for payment, please contact us at (123) 456-7890. f. We still haven't heard from you regarding the outstanding balance owed on your account.

① b-a-e-c-f-d ② c-d-a-f-b-e
③ f-d-a-c-b-e ④ a-e-b-f-d-c

[16~17] Read the following and answer the questions.

Thank you for your inquiry regarding opening an account with our company. Please fill in the enclosed *financial information* form and provide us with two or more trade references as well as one bank reference. Of course, all information will be kept in the strictest confidence.
Thank you very much for your cooperation.

16. What would NOT be included in the underlined?
① balance sheet
② profit and loss account
③ cash flow
④ business registration certificate

17. The passage in the box is a reply to a letter. Which of the following is MOST likely to be found in the previous letter?
① We therefore request you to send us the names of three department stores with which your company already has accounts at present.
② If your company can supply us with two additional credit references as well as current financial statements, we will be pleased to reconsider your application.
③ We request that you open an account with 30-day credit terms for us, starting with the order listed.
④ I have enclosed our company's standard credit form for you to complete and would appreciate it if you would return it to me as soon as possible.

18. Which is (are) suitable for the underlined rules?

When banks are asked to make payments as specified documents are presented to them, banks decide whether to pay or not based only upon the conformity or otherwise of the documents. The banks normally subscribe to an accepted set of definitions and rules of conduct and strict adherence to the *rules* is key to the efficient operation of banks' international trade finance.

A. UCP 600
B. Incoterms 2010
C. URC 522
D. ISP 98

① A only ② A+B only
③ A+C+D only ④ all of the above

19. What is the purpose of the following letter?

For thirty years, we have been supplying all kinds of boiler equipment to our domestic market and to various overseas market abroad. We are enjoying a good reputation.
We would like to extend our business to your country and shall be much pleased if you introduce us to some reliable firms in your country who can be interested in this line of business.
As to our credit standing, the Korea Chamber of Commerce and Industry will provide all information required.
We appreciate your cooperation in advance and wait for your early reply.

① To make an offer for boiler equipment
② To enquire financial standing of business partners
③ To find potential business partners
④ To promote a new product of boiler equipment

[20~21] Read the following letter and answer the questions.

We have received the manufacturer's price list and samples you sent us last month. (가) Now enclose our indent number 342 for goods to be shipped by the TJ Prince due to leave Dover for Alexandria, Egypt on 31 May. (나) The indent contains full instructions as to packing, insurance and shipping documents. It is important for the goods to be shipped either by the vessel named, or by an earlier vessel. (다) When we receive the goods we shall pay you the agreed agency commission of 5%. The account for the goods will be settled direct with the manufacturers. (라)

20. What is the purpose of the letter above?
① To provide agent with shipping instruction
② To confirm agent's order
③ To discuss shipping schedule
④ To negotiate agency commission

21. Where does the following sentence best fit in the above letter?

If there are any items which cannot be supplied in time for this shipment they should be cancelled.

① (가) ② (나) ③ (다) ④ (라)

22. Which of the following is NOT inferred according to the letter below?

In April 2016, we, Melinton, will be acquired by S&M. As a result of this acquisition and renaming the company, we are amending the registered name for direct debit processing.
This change will not affect the service you receive in any way, except that future direct debits will be collected by S&M instead of Melinton with immediate effect. The only change you will notice is the different name on your bank for this direct debit.

① The name on their bank is changed for direct debit processing.
② Customers can get the service as usual.
③ Customers should transfer the money into S&M account.
④ S&M acquired Melinton.

[23~24] Read the following letter and answer the questions.

To Whom it may concern:

Mr. Francis J. Wilson has been a client in good standing at our bank since the establishment of the firm, which he heads, in November, 1969. Our financial relationship, which includes his JCB and American Express credit card transactions, had been entirely satisfactory.
We have every reason to believe that Mr. Wilson is financially stable. It is our opinion that Mr. Wilson is a man of financial responsibility.

Very truly yours,

MAEJU BANK, LTD.,
Tom Smith

23. Who is Tom Smith most likely to be?

① Bank Manager ② Sales Manager
③ Managing Director ④ Accountant

24. What is the type of the letter?

① Recommendation for a credit card
② Notice of the transfer
③ Bank reference
④ Inquiry for credit

25. Put the following sentences in order.

a. Your order for twenty sets of Easy Way Kitchen Rubber Mats is being processed and will be ready for shipment on January 21.
b. If you have any questions concerning this order, please do not hesitate to contact John Sanders, our sales representative in your area.
c. Your goods will be delivered directly to your office by U-Pickup service in New York City.
d. We are pleased to acknowledge your order of January 9.

① d-c-a-b ② d-a-c-b
③ c-a-b-d ④ a-c-b-d

<제2과목> 영작문

26. What is right pair of words for the following?

Endorsement of any negotiable instrument (bill of exchange, bill of lading, delivery order, or other document of title for example) means:
(1) endorser ( ) that he or she is the lawful owner of the instrument, (2) knows no defect in it, (3) has received it in good faith for value received, and
(4) is legally capable of ( ) it to another party.

① guarantees - transferring
② assures - avoiding
③ holds - borrowing
④ minds - lending

27. Choose one which is LEAST related to the following statements.

Bill of lading term that the carrier acknowledges the receipt of stated number of packages but is unaware of the exact nature, quantity, and/or value of their contents. This is an important issue because, in case of an insurance claim, the carrier's liability may be limited only to the number of packages and not to the total value of the claim.

① The B/L term can be expressed as "carrier's load and count"
② Carrier's compensation is often limited by ruling convention such as Hague Rules.
③ The B/L term is mainly for container loading.
④ A carrier accepts packages for transport but does not verify their contents.

[28~29] Choose one which can NOT be replaced for the underlines.

28.

We are sending you the *(가) claims* form you requested. We will consider the matter once we have full details.
We ought to point out that this is the fourth time you have claimed on a shipment, and though We *(나) appreciate* your products are fragile with clean shipment, it would be in your interest to consider new methods of packing.
In future you will have to ask your customers to *(다) hold* goods for our inspection to assess the cause of damage.
We should also mention that further claims may *(라) affect* your premium when the policy is renewed.

① (가) demand ② (나) realize
③ (다) keep ④ (라) effect

29.

We have now received our assessor's report *(가) with reference to* your claim CF 37568 in which you asked for compensation for damage to two turbine engines which were *(나) shipped* ex-Liverpool on the SS Freemont on October 11.
The report states that the B/L, No. 1555, was claused by the captain of the vessel, with a comment on cracks in the casing of the machinery. Our assessor believes that these cracks were *(다) responsible* for the damages and therefore we cannot accept liability for goods unless they are shipped *(라) clean*. Please see Clause 25C of the Policy.

Yours sincerely,

① (가) with regard to ② (나) sent
③ (다) liable ④ (라) impurity

30. Which is NOT right in explanation of Transhipments?

① Transhipments are made where there is no direct air, land, or sea link between the consignor's and consignee's countries.
② Transhipments can be made where the intended port of entry is blocked.
③ Transhipments are not allowed in L/C operation, unless the goods are containerized.
④ Transhipments exposes the shipment to a lower probability of damage.

[31~32] Which is LEAST correspondent to the underlined?

31.

B/L presented to *(가) a bank* after *(나) the last date* specified in the relevant letter of credit and which, therefore, is not acceptable as a *(다) valid* document. According to UCP, a B/L may be *(라) rejected* if presented more than 21 days after the date of the shipment.

① (가) nominated bank ② (나) shipment date
③ (다) complying ④ (라) returned

32.

Transferable L/C is for successive beneficiaries. In this arrangement, *(가) the first beneficiary* can *(나) assign* part or whole of the L/C amount to *(다) a second beneficiary.* To be transferable, the L/C must be so marked by the issuing bank on the instructions of the *(라) buyer or importer*. On the instructions of the first beneficiary the advising bank can transfer it to the second beneficiary but not any further.

① (가) an intermediary or importer's foreign representative
② (나) transfer
③ (다) the supplier or manufacturer
④ (라) accredited party

33. Choose the one which does NOT have the same meaning with the underlined.

If the payment should not be made, then we are afraid that we shall have no choice but to *start proceedings* for dishonor.

① resume negotiation ② take a legal step
③ sue ④ bring an action

34. Choose one that is NOT correctly written in English.

당사 제품의 우월한 품질과 경쟁력 있는 가격으로 인하여 주문이 쇄도하고 있습니다.

① Orders are increasing owing to our excellent product quality and competitive prices.
② We are receiving a lot of orders from buyers because of the high quality and competitive prices of our products.
③ Our products are pretty quality and competition at price and calling in large orders.
④ Orders are rushing on account of the excellent quality and competitive prices of our products.

[35~36] Fill in the blanks with suitable words.

35.

The term (가) means shipping goods in different batches and on different periods stipulated in the letter of credit. This has to be made within the stipulated period mentioned in the letter of credit. In such cases, failure to ship any installment within the period allowed will render the letter of credit (나) for that installment and any subsequent installments.

① (가) installment shipment - (나) inoperative
② (가) installment shipment - (나) operative
③ (가) partial shipment - (나) operative
④ (가) partial shipment - (나) inoperative

36.

We are writing to you on the recommendation of Mr David Arnold, Chief Accountant at Cromer Ltd.
He advised us to contact you as a (가) concerning the credit facilities which his company has asked us for.
Could you confirm that the company settles on due dates, and is sound enough to meet (나) of USD30,000~USD50,000?

We would be most grateful for a reply at your earliest convenience.

① (가) referee - (나) credits
② (가) buyer - (나) credits
③ (가) buyer - (나) debits
④ (가) referee - (나) debits

37. Which is NOT correct for the blanks?

① Our LCL cargoes shall be ( ) with others at CFS to get a saving in carriage. (consolidated)
② ( ) is usually the buyer or buyer's shipping agent in the importing country who would be advised by the shipping company when the vessel arrives. (A notify party)
③ When the shipper do not wish to transfer the title to the goods to any one but the consignee, ( ) must be issued in the name of a specified consignee. (straight bill of lading)
④ If you find your cargo dirty on the verge of shipment, you will have to tender ( ) to the shipping company to get clean B/L. (letter of guarantee)

38. Choose the WRONG one for the blanks.

① The quality must be ( ) the sample. If pattern No. 50 is not available, please send the ( ) for any article out of stock. (up to - substitute)
② The goods ( ) on June 15 are so ( ) in quality that we are unable to deliver them to our customer. (ordered - improper)
③ If we can utilize your trade mark, it will certainly ( ) our image and ( ) the sales volume. (enhance - increase)
④ Our retailers report that ( ) will be competing with other best selling cameras if the price is reduced ( ) US$ 30. (you - from)

39. Choose one that can NOT be replaced for the underlined parts.

① Because of rise in cost, we are reluctantly *compelled to* adjust our prices to cover at least part of this rise. → willing to
② If your order is large enough, then we may allow you a special discount *considerably.* → substantially
③ This offer is open for your acceptance *on or before June 6.* → not later than June 6
④ We kindly ask you to *dispatch your engineers* to visit here for inspection. → arrange your engineers

40. Choose one that is NOT appropriate for the blank (가).

The Letter of Credit to cover your order No. 110 dated the 15th of August has not yet been received by us, although the shipment for this order has to be made in one week.
(가)
We hope you will lose no time in arranging the required credit with your bank.

① We would ask you to open L/C as soon as possible so that we can complete shipment as requested.
② Please open an irrevocable L/C by cable for the amount of USD10,000 in favor of us.
③ We have instructed our bank to open an irrevocable L/C to cover the consignment.
④ If we cannot receive the L/C within 5 days, we may be forced to cancel your order.

41. Choose one that CANNOT substitute the underlined(가)~(라).

We have been exporting travel bags for more than thirty years and *(가) willing to open accounts with* the most reliable firms in your area.
We shall be pleased, therefore, *(나) if you will kindly introduce us any capable concerns* in your area that are interested in this line of business.
(다) As for our business standing and activities, we are permitted to mention Seoul bank as a reference.
(라) Any information with which you may favor us will be much appreciated and we earnestly await your reply.

① (가) would like to start a new business with
② (나) if you provide us with a list of competitive companies
③ (다) With regard to our business position
④ (라) We will be much appreciated for any information about us

42. Choose the LEAST appropriate composition for the following.

당 은행의 정보로는 동 상사는 어김없이 제때에 채무를 변제해 오고 있습니다.

① As regards our informations concern, they are punctually meeting their debits.
② As far as our information goes, they are meeting their liabilities on time.
③ So long as information goes, they are punctually meeting their obligations.
④ As far as our information goes, they are punctually meeting their commitments.

43. What could best replace the underlined words?

Forfaiting involves the purchase of trade receivables without recourse, meaning that the purchasing bank or finance company cannot claim against the original *(가) trade creditor* in the event that the *(나) trade debtor* refuses or is unable to pay its obligations when due. A frequent exception is when non-payment is due to a trade dispute between the seller and buyer, who claims the seller did not ship the right goods or otherwise committed fraud in the transaction.

① (가) seller - (나) buyer
② (가) bank - (나) seller
③ (가) insurer - (나) buyer
④ (가) buyer - (나) insurer

[44~45] Read the following and answer the questions.

You informed me on 25 November that you intended to draw on me at 2 months for the amount due on your invoice for USD125,000.
Until now I have had no difficulty in meeting my obligations and have always settled my accounts promptly. I (가) the bankruptcy of one of my most important customers. I should therefore be most grateful if you could draw your bill at 3 months instead of the proposed 2 months. This would enable me to (나) which has been forced upon me by circumstances that could not be foreseen.

44. Which of the following BEST fits the blanks in the letter?

① (가) can do so if it had not been for
(나) destroy a temporarily difficult situation
② (가) could do so if it hadn't been for
(나) win a temporarily hard situation
③ (가) could have done so had it not been for
(나) meet a temporarily difficult situation
④ (가) could do so without
(나) defeat a temporarily hard situation

45. Which of the following is LEAST likely to have been included in a reply of this letter?

① We are prepared to draw 90 days sight draft on you. Please disregard the previous draft.
② In the circumstances you mentioned, your request is not at all unreasonable.
③ I should like to say at once that I fully appreciate your wish for an extension of your draft and would very much like to help you.
④ In the special circumstances you mentioned and because of the promptness with which you have settled your accounts in the past, we are willing to grant the request.

46. Below explains multimodal transport bill of lading. Choose the one which is NOT correct.

(가) The multimodal transport B/L is mostly printed on FIATA standard pre-printed B/L forms. (나) The multimodal B/L is used whenever there are at most two different modes of transport, and (다) while the ocean B/L is usually issued when goods have been shipped, (라) the multimodal B/L is issued when the goods are received.

① (가) ② (나) ③ (다) ④ (라)

47. Where does the following sentence best fit in the letter?

I'd like for you to meet with John and me Friday at 10 a.m. to go over the revisions.

The changes we agreed upon are inserted in the enclosed contracts. Bob Jones, our division manager, initialed the changes and signed both copies. (가) Please add your initials to each change, then return one copy to me. (나) John Han, chief engineer for LG Construction, will have updated plans for the drainageway ready by Thursday. (다) Mary Smith will be there, too; she wants to be sure the country's environmental concerns have been addressed satisfactorily. (라) By the way, we're still on schedule for an August opening.

① (가) ② (나) ③ (다) ④ (라)

48. Below explains international factoring. Which is against the fact?

Due to the increase in world trade competition, (가) exporters are increasingly forced to provide flexible open account terms to overseas buyers. (나) When domestic banks are not willing to finance our export receivables, International Export Factoring may be an alternative and possibly better solution. (다) International traders are increasingly using factoring to finance their international long-term credit sales. (라) The range of basic services offered includes credit risk assessment and protection, collection of overdue accounts, administration of sales accounting ledgers and financing.

① (가) ② (나) ③ (다) ④ (라)

49. Fill in the blanks with the most appropriate conjunctions.

I am writing for the third time to complain about the color photocopying machine imported three months ago. This machine has not met our expectations. (가) the description in your sales and instruction booklets. (나), your service representative who has examined this machine on various occasions has not been able to correct this continuing serious problem. We shall expect you to deal with this problem without further delay.

① (가) Contrary to - (나) In addition
② (가) In contrast - (나) Moreover
③ (가) Yet - (나) And also
④ (가) Despite of - (나) Furthermore

50. Which of the following is the most AWKWARD English composition?

(가) 당사의 공급사 중 하나인 어드밴스 테크놀러지사로부터 귀사에 문의토록 추천받았습니다. (나) 당사는 수륙양용 스포츠 항공기인 블루스카이기를 제작하고 있으며 착륙 장치 부품이 필요합니다. (다) 이 장치의 사양 및 당사의 세부요구사항들은 다음과 같습니다. (라) 만일 귀사가 납품 기일을 포함하여 위에 명시한 조건을 충족시킬 수 있다면 가급적 조속히 견적서를 보내주시기 바랍니다.

① (가) We referred to your company by one of our suppliers, Advance Technology.
② (나) We are manufacturer of the Blue-Sky amphibian sports plane and are in need of a landing gear assembly.
③ (다) The specifications of this assembly and particulars of our requirements are listed below.
④ (라) If your company would be able to meet the above-listed terms, including the deadline, please send us an estimate as soon as possible.

<제3과목> 무역실무

51. 신용장거래에서 비서류조건(non-documentary condition)에 대한 설명으로 옳지 않은 것은?

① 비서류조건은 무시된다.
② 비서류조건이더라도 신용장에서 요구된 서류와 관련시킬 수 있다면 비서류조건으로 보지 않는다.
③ 신용장에 따라 제시된 서류에 신용장의 비서류조건과 상충되는 사항이 기재된 것은 하자가 아니다.
④ 신용장에서 요구하지 않는 서류에 신용장의 비서류조건과 상충되는 사항이 기재된 것은 하자가 아니다.

52. 다음 공란에 들어갈 정형거래조건을 올바르게 나열한 것은?

매매물품이 컨테이너에 적입되어 복합운송으로 운송되거나, 항공운송으로 신속하게 운송되어야 하는 경우에는 FOB, (Ⓐ), CIF가 아니라 FCA, CPT, (Ⓑ)를 사용하여야 한다. 매수인이 수출국의 항구나 공항의 사정을 잘 알지 못하여 스스로 운송계약을 체결할 수 없는 경우에는 (Ⓒ)나 CIP, CFR, CIF를 사용해야 한다. 또한 매수인이 직접 부보하고자 하는 경우에는 CIP나 (Ⓓ)를 피하여야 한다.

① Ⓐ DAP, Ⓑ CIP, Ⓒ DAT, Ⓓ FCA
② Ⓐ FAS, Ⓑ CFR, Ⓒ CPT, Ⓓ DAT
③ Ⓐ CFR, Ⓑ CIP, Ⓒ CPT, Ⓓ CIF
④ Ⓐ CIP, Ⓑ CFR, Ⓒ DAT, Ⓓ CIF

53. 화인(marking) 가운데 표시되어야 할 필수 사항으로 옳지 않은 것은?

① 주화인(main mark)
② 화번(case number)
③ 항구표시(port mark)
④ 주의표시(attention mark)

54. 국제물품매매거래의 계약내용에 대한 당사자간 분쟁 시 이를 해결하기 위해 법원 또는 중재원이 우선시하여 적용하는 순으로 올바르게 나열한 것은?

(a) 특정거래에서의 일반적인 관행 및 관습
(b) 묵시적 계약조항
(c) 당사자들 사이에 확립된 관행 및 관습
(d) 명시적 계약조항
(e) CISG 규정

① (d) → (b) → (c) → (a) → (e)
② (b) → (d) → (c) → (a) → (e)
③ (e) → (d) → (b) → (a) → (c)
④ (a) → (c) → (d) → (e) → (b)

55. 환어음의 필수기재사항으로 올바르게 나열한 것은?

① 지급인 - 지급기일 - 수취인 - 발행일 및 발행지
② 환어음표시문자 - 지급인 - 지급지 - 신용장 번호
③ 금액 - 지급지 - 어음번호 - 발행인의 서명
④ 상환불능문언 - 환어음표시문자 - 발행인의 서명 - 환율문언

56. 『국제물품매매계약에 관한 UN협약』(CISG)상 유효한 승낙으로 간주되는 것은?

① 침묵에 의한 승낙
② 청약에 대해 동의의 의사를 표시하는 피청약자의 행위
③ 무행위(inactivity)에 의한 승낙
④ 동일한 거래조건을 담은 교차 청약(cross offer)

57. 거래형태의 성립에 있어 당사자간 계약내용의 일부이다. 어떠한 종류의 계약을 말하는가?

"Supplier hereby appoints as the exclusive distributor of the Products in the Territory. The parties agree that the distributor will act at all times as a principal and independent contractor in its own name and for his own account ..., and that the distributor is not authorized to obligate or bind Supplier in any way. The distributor shall guarantee to purchase the Product from Supplier as specified below during the term of this Agreement. 600 Units in year 2015, 700 Units in year 2016"

① 대리점계약 ② 판매점계약
③ 합작투자계약 ④ 프랜차이즈계약

58. 다음 공란에 들어갈 용어를 올바르게 나열한 것은?

우리나라 무역관리를 위한 3대 법규중 (Ⓐ)은 무역에 대한 기본법으로 무역 및 통상에 관한 진흥법이자 무역에 관한 통합법이다. 동법상 (Ⓑ)는 우리나라 수출입품목을 관리하기 위한 기본공고 체계로 국가경제 목표의 달성을 위한 규제인데 반하여, 개별법에 의한 (Ⓒ)는 국민보건, 환경보호, 사회질서유지, 규격 및 안정성 확보 등 경제외적 목적을 달성하기 위한 규제이기 때문에 해당 품목수도 비교적 많다.

① Ⓐ 대외무역법, Ⓑ 수출입공고, Ⓒ 통합공고
② Ⓐ 무역거래법, Ⓑ 대외무역관리공고, Ⓒ 별도공고
③ Ⓐ 대외무역법, Ⓑ 대외무역관리공고, Ⓒ 통합공고
④ Ⓐ 무역거래법, Ⓑ 수출입공고, Ⓒ 별도공고

59. 무역클레임에 대비하여 계약서에 삽입하는 조항에 관한 설명으로 옳지 않은 것은?

① Arbitration clause은 분쟁해결방법을 중재로 선택하는 경우에 사용하는 조항이다.
② Entire agreement clause은 계약서가 유일한 합의서이고, 다른 것의 내용은 인정하지 않는다는 완전합의 조항이다.
③ Non waiver clause은 클레임이나 권리의 포기는 서면으로 승인하거나 확인한 경우에만 포기한 것으로 간주한다는 조항이다.
④ Warranty Disclaimer clause은 통상적으로 요구되는 정도의 안정성 또는 기능 등에 대해 묵시적으로 보장하는 조항이다.

60. 정부간 수출계약에 관한 설명으로 옳은 것은?

① 정부는 정부간 수출계약과 관련하여 경제적 이익은 물론 손실도 부담하여야 한다.
② 정부간 수출계약의 전담기관은 한국무역협회이다.
③ 전담기관은 정부간 수출계약에서 당사자 지위를 수행한다.
④ 전담기관은 외국 정부의 구매요구 사항을 이행할 국내 기업을 선정한다.

61. 해상손해를 분류하는 설명으로 옳지 않은 것은?

① 구조비는 선박이 해난을 당한 경우에 의무 없이 이를 구조한 자가 상당한 보수를 청구할 수 있는 것을 말한다.
② 추정전손은 실질적으로는 전손이 발생하지 않았지만 전손이 발생한 것으로 추정할 수밖에 없는 경우를 말한다.
③ 특별비용은 피보험목적물의 안전이나 보존을 위하여 보험자에 의하여 지출된 비용으로 공동해손비용과 구조비를 포함한다.
④ 공동해손은 공동의 항해사업에서 위험에 놓인 재산을 보존할 목적으로 고의적으로 희생을 치르는 경우를 말한다.

62. 다음 사례에서 『국제물품매매계약에 관한 UN협약』(CISG)이 적용된다고 할 때 올바른 것을 모두 나열한 것은?

<매도인과 매수인은 300 박스의 세수비누를 CIF(Busan) 조건으로 매매하는 계약을 체결하였다. 매도인은 실수로 280 박스의 물품만을 컨테이너에 담아 선적하였다. 물품을 수령한 후에 매수인은 그 세수비누의 가격이 앞으로 많이 오르면 판매할 요량으로 그 컨테이너를 창고에 보관하였다. 8개월 후 예상대로 시장가격이 충분히 상승하자 매수인은 컨테이너를 개봉하였고, 이때 20 박스의 수량부족을 발견하고는 즉시 매도인에게 그 사실을 통지하였다.>

A - 매수인은 매도인에 대하여 수량부족을 이유로 손해배상을 청구할 수 있다.
B - 매수인은 수량부족을 이유로 대금감액을 청구할 수 있다.
C - 매수인은 수량부족을 이유로 계약을 해제할 수 있다.
D - 매수인은 매도인에 대하여 수량부족을 이유로 계약위반을 주장할 수 없다.

① A ② A, B
③ A, B, C ④ D

63. URDG 758이 적용되는 경우에 청구보증(demand guarantee)상의 비서류적 조건(non-documentary condition)에 관한 내용으로 옳지 않은 것은?
① 보증은행은 비서류적 조건을 무시하여야 하며 수익자가 제시한 필요서류에 기재된 내용이 비서류적 조건과 상충되는지 여부를 심사해서는 아니 된다.
② 청구보증의 만료일을 달력상의 특정한 일자로 명시하는 것은 비서류적 조건에 해당하지 않는다.
③ 청구보증에서 당해 조건의 충족여부를 결정하기 위한 서류를 요구하지 않았더라도, 보증은행 자신의 기록으로부터 그 조건의 충족여부를 결정할 수 있다면, 이는 비서류적 조건이 아니다.
④ 청구보증에서 당해 조건의 충족여부를 결정하기 위한 서류를 요구하지 않았더라도, 그 보증상 명시된 지표(指標)로부터 그 조건의 충족여부를 결정할 수 있다면, 이는 비서류적 조건이 아니다.

64. D/P, D/A거래에 대한 설명으로 옳지 않은 것은?
① 수출상 입장에서는 D/P보다 D/A가 위험부담이 크다.
② D/P, D/A거래가 신용장거래에 비하여 수입상에게 은행에 대한 비용부담이 적다.
③ D/P at sight뿐만 아니라 D/P usance도 있다.
④ D/P, D/A는 수출보험공사의 수출보험 대상이 되지 않는다.

65. 『국제물품매매계약에 관한 UN협약』(CISG)이 적용되는 경우, 다음 사례에서 계약의 성립에 관한 내용으로 옳은 것은?

<2016년 3월 4일에, 한국의 A 사는 중국의 B 사에게 이메일로 특정한 물품의 매도청약을 하였고, 그 이메일에서 그 청약은 2016년 3월 25일까지 유효하다고 밝혔다. 청약을 받은 B 사는 3월 20일에 이메일로 가격이 너무 높아 그 청약을 거절한다고 답신하였다. 그런데 중국에서 그 물품과 경쟁관계에 있는 물품을 제조하는 회사에 화재가 발생하여 그 물품의 시장가격이 갑자기 상승하기 시작하자 3월 24일에 B 사는 급히 A 사에게 A 사의 3월 4일자 청약을 승낙하는 이메일을 보냈다. 이에 대하여 A 사는 3월 26일에 이메일로 B 사에게 이제는 원래의 3월 4일자 청약에 기재된 가격으로 물품을 판매할 수 없다고 답변하였다.>

① 계약은 2016년 3월 24일에 성립되었다.
② 계약은 2016년 3월 25일에 성립되었다.
③ 계약은 2016년 3월 26일에 성립되었다.
④ 계약은 성립되지 않았다.

66. 용선계약(charter parties)에 관한 설명으로 옳지 않은 것은?
① voyage charter에서는 용선자가 선박을 운항하고 선원도 관리한다.
② 용선자가 용선한 선박을 다른 자에게 재용선(sub-charter)할 수 있다.
③ 용선계약서와 선하증권은 서로 다른 것이다.
④ 신용장에서 운송서류로 선하증권을 요구한 경우 용선계약부 선하증권을 제시하면 하자가 된다.

67. "freight forwarder"가 하는 역할로 옳지 않은 것은?
① Customs brokerage provider
② Port agent
③ Inspector
④ Multimodal transport operator

68. LCL화물이 포워더를 통해 운송되는 경우 B/L의 형태에 대한 설명으로 옳지 않은 것은?
① 선사가 발행하는 Master B/L은 송하인에게 교부되지 않는다.
② 송하인은 운송주선업자로부터 House B/L을 발급받는다.
③ FIATA 복합운송증권(FIATA Combined Transport B/L)은 House B/L의 일종이다.
④ 수입지에서 수입업자는 House B/L로는 화물인수가 되지 않기 때문에 Master B/L과 교환한 후 화물을 인수한다.

69. 상사중재제도에 대한 설명으로 옳지 않은 것은?
① 중재란 분쟁 발생 시 사법상의 법률관계에 대한 분쟁을 법원의 판결에 의하지 않는다.
② 제3자를 중재인(Arbitrator)으로 선정하여 그의 판정에 따르게 하여 분쟁을 해결하는 방법이다.
③ 중재인은 해당 분야에 대한 전문지식을 갖춘 전문가들이며 상사중재원에서 직접 선정한다.
④ 중재는 계약자유의 원칙에 따라 중재절차, 중재지 등을 당사자들이 임의로 약정할 수 있다.

70. 피보험이익에 대한 설명으로 옳지 않은 것은?
① 실무상의 피보험이익이란 피보험목적물에 대해서 피보험자가 가지는 경제적 이해관계이다.
② 피보험이익이 없으면 보험금청구권을 행사할 수 없다.
③ 피보험이익이 해상보험계약에서 보호하고자 하는 대상이 됨으로 이를 보험계약의 목적이라고도 한다.
④ 실무에서 CIF계약의 경우 해상운송구간에서 손해가 발생하면 그 구간에서 피보험이익을 매도인이 가짐으로서 보험금을 청구할 수 있다.

71. 대리점계약에서 본점(principal)과 대리점(agent)의무에 대한 설명으로 옳지 않은 것은?
① 대리점에게 독점권을 부여하지 않았어도, 본점이 직접 주문을 받았을 경우에는 수수료를 지급해야 한다.
② 본점이 승인한 의무수행과정에서 지출한 비용은 본점으로부터 청구할 수 있고, 본점은 이를 보상할 책임이 있다.
③ 본점은 계약만료 전에 정당한 사유 없이 계약이행의 의무를 위반하였을 경우에는 그 손해배상의 책임을 져야 한다.
④ 대리점은 본점에게 회계(account)보고의 의무를 진다.

72. 매도인 계약위반과 매수인 권리구제에 대한 설명으로 옳지 않은 것은?
① 매도인이 계약을 이행하지 않는 경우에 매수인은 원칙적으로 계약대로의 이행을 청구할 수 있다.
② 매수인은 매도인의 의무이행을 위하여 추가기간을 지정할 수 없다.
③ 매수인은 수령당시와 동등한 상태로 반환할 수 없는 경우에 대체물품인도 청구권을 상실한다.
④ 계약의 해제는 정당한 손해배상의무를 제외하고는 당사자 쌍방을 모든 계약상의 의무로부터 해방시킨다.

73. 견본승인조건부 청약방식이나 보세창고도조건 거래 등에서 품질을 결정하는데 가장 바람직한 방법은?
① 표준품매매 ② 상표매매
③ 명세서매매 ④ 점검매매

74. 선하증권의 법적 성질로 옳지 않은 것은?
① 요인증권 ② 요식증권
③ 상환증권 ④ 금전증권

75. 신용장의 문구에 “available with XYZ bank by acceptance”인 경우를 무엇이라 하는가? (XYZ bank는 수출국 소재의 accepting bank)
① Shipper's Usance
② Domestic Banker's Usance
③ Overseas Banker's Usance
④ Domestic Import Usance