

공 인 민 간 자 격 검 정

2020년 제3회 무역영어 필기시험

1급	A형	소요시간	문항수
		총90분	총75개

수험번호 : _____

성 명 : _____

<유 의 사 항>

1. 응시자 유의사항을 준수하지 않아 발생한 모든 책임은 응시자에게 있습니다.
2. 문제지를 받으시면 문제지 표지에 수험번호와 성명을 기재하시기 바랍니다. 안내 방송 전까지 문제내용을 보아서는 안됩니다.
3. 응시자는 안내 방송에 따라 문제지를 확인하시고 문제지 표지와 내지간 형별, 총면수, 문제번호 일련순서, 인쇄상태 등을 확인하시고 이상이 있는 경우 즉시 감독관에게 교체를 요구하여야 합니다.
4. 시험 종료 후 반드시 문제지, 답안지를 모두 제출하여야 합니다. 문제지, 답안지를 소지한 채 무단퇴실 하거나 제출거부 또는 외부유출시 부정행위자로 처리됩니다.
5. 부정행위를 한 수험자는 관련법에 따라 응시한 자격검정이 정지 및 무효 처리되며 차후 자격 검정에도 응시가 제한됩니다.

<제1과목> 영문해석

1. What can you infer from the sentence below?

Trade finance generally refers to export financing which is normally self-liquidating.

- ① All export amounts are to be paid, and then applied to extend the loan. The remainder is credited to the importer's account.
- ② Pre-shipment finance is paid off by general working capital loans.
- ③ Export financing is a bit difficult to use over general working capital loans.
- ④ All export amounts are to be collected, and then applied to payoff the loan. The remainder is credited to the exporter's account.

2. Below is about del credere agent. Which is NOT in line with others?

(A) An agreement by which a factor, when he sells goods on consignment, for an additional commission (called a del credere commission), (B) guarantees the solvency of the purchaser and his performance of the contract. Such a factor is called a del credere agent. (C) He is a mere surety, liable to his principal only in case the purchaser makes default. (D) Agent who is obligated to indemnify his principal in event of loss to principal as result of credit extended by agent to third party.

- ① (A) ② (B) ③ (C) ④ (D)

[3~4] Read the following and answer.

We are pleased to state that KAsia in your letter of 25th May is a small but well-known and highly respectable firm, (A) who has established in this town for more than five years.

We ourselves have now been doing business with them (B) for more than five years on quarterly open account terms and although (C) they have not taken advantage of cash discounts, they have always paid promptly on the net dates. The credit we have allowed the firm (D) has been well above USD100,000 you mentioned.

3. Who might be the writer?

- ① Bank ② Referee ③ Seller ④ Buyer

4. Which is grammatically WRONG?

- ① (A) ② (B) ③ (C) ④ (D)

5. Which of the following CANNOT be inferred from the passage below?

Dear Mr. Cooper,

Thank you for your letter in reply to our advertisement in EduCare.

Although we are interested in your proposition, the 5% commission you quoted on the invoice values is higher than we are willing to pay. However, the other terms quoted in your quotation would suit us.

Again we do not envisage paying more than 3% commission on net invoice values, and if you are willing to accept this rate, we would sign a one-year contract with effect from 1 August.

One more thing we would like to add is that the volume of business would make it worth accepting our offer.

Yours sincerely,

Peter

- ① Peter is an agent.
- ② Cooper is engaged in a commission based business.
- ③ 3% commission is a maximum to the Principal to go with.
- ④ Low commission might be compensated by large volume of business.

6. Select the wrong explanation of negotiation under UCP 600.

(A) Negotiation means the purchase by the nominated bank of drafts (drawn on a bank other than the nominated bank) (B) and/or documents under a complying presentation, (C) by advancing or agreeing to advance funds to the beneficiary (D) on or before the banking day on which reimbursement is due to the issuing bank.

- ① (A) ② (B) ③ (C) ④ (D)

7. What is correct about the bearer in bill of lading operation?

- ① Bearer is someone who owns or possesses a B/L.
- ② Bearer is not able to assign the B/L to other.
- ③ Bearer is normally second consignor in negotiable B/L operation.
- ④ Bearer can not hold the B/L but endorse it to third party for assignment.

8. Select the wrong explanation of credit under UCP 600.

(A) Credit means any arrangement, (B) however named or described, (C) that is irrevocable or revocable and thereby constitutes a definite undertaking of (D) the issuing bank to honour a complying presentation.

- ① (A) ② (B) ③ (C) ④ (D)

9. Select the best answer suitable for the blanks.

Excepted perils mean the perils exempting the insurer from liability where the loss of or damage to the subject-matter insured arises from certain causes such as (A) of the assured, delay, (B), inherent vice and vermin or where loss is not (C) by perils insured against.

- ① (A) wilful misconduct (B) ordinary wear and tear
(C) proximately caused
② (A) wilful misconduct (B) wear and tear
(C) proximately caused
③ (A) misconduct (B) wear and tear (C) caused
④ (A) misconduct (B) ordinary wear and tear
(C) caused

10. What is the subject of the passage below?

A written statement usually issued by the issuing bank at the request of an importer so as to take delivery of goods from a shipping company before the importer obtains B/L.

- ① Letter of Guarantee
② Letter of Surrender
③ Bill of Exchange
④ Trust Receipt

11. Which of the followings is NOT suitable for the blanks below?

A factor is a bank or specialized financial firm that performs financing through the purchase of (A). In export factoring, the factor purchases the exporter's (B) foreign accounts receivable for cash at a discount from the face value, generally (C). It sometimes offers up to 100% protection against the foreign buyer's inability to pay - with (D).

- ① (A) account receivables
② (B) long-term
③ (C) without recourse
④ (D) no deductible scheme or risk-sharing

[12~13] Read the following letter and answer the questions.

Thank you for your advice of 15 May. We have now effected (A) to our customers in New Zealand and enclose the (B) you asked for and our draft for £23,100 which includes your (C). Will you please honour the (D) and remit the (E) to our account at the Mainland Bank, Oxford Street, London W1A 1AA.

12. Select the wrong one in the blank (C)?

- ① discount
② commission
③ charges
④ proceeds

13. Which of the following BEST completes the blanks (A), (B), (D) and (E)?

- ① (A) dispatch (B) transport documents
(D) documentary draft (E) proceed
② (A) shipment (B) transport documents
(D) clean draft (E) proceed
③ (A) shipment (B) shipping documents
(D) documentary draft (E) proceeds
④ (A) dispatch (B) shipping documents
(D) clean draft (E) proceeds

14. Please put the following sentences in order.

(A) After having dealt with you for many years, I deserve better treatment.
(B) Your competitors will be happy to honor my credit, and I will transfer my future business elsewhere.
(C) I did not appreciate the curt letter I received from your Credit Department yesterday regarding the above invoice, a copy of which is attached.
(D) I've been disputing these charges for two months.

- ① (C)-(D)-(A)-(B)
② (A)-(B)-(D)-(C)
③ (B)-(D)-(C)-(A)
④ (D)-(A)-(B)-(C)

15. Select the different purpose among the following things.

- ① The finish is not good and the gilt comes off partly.
② By some mistake the goods have been wrongly delivered.
③ When comparing the goods received with the sample, we find that the color is not the same.
④ All marks must be same as those of invoice in accordance with our direction.

[16~19] Read the following passage and answer.

The UCP 600 definition of complying presentation means a presentation that is in accordance with the terms and conditions of the documentary credit, the applicable provisions of these rules and international standard banking practice.

This definition includes three concepts. First, (A) Second, the presentation of documents must comply with the rules contained in UCP 600 that are applicable to the transaction, i.e., (B). Third, the presentation of documents must comply with international standard banking practice. The first two conditions are determined by looking at the specific terms and conditions of the documentary credit and the rules themselves. ① The third, international standard banking practice, reflects the fact that the documentary credit and ② the rules only imply some of the processes that banks undertake in the examination of documents and in the determination of compliance. ③ International standard banking practice includes practices that banks regularly undertake in determining the compliance of documents. ④ Many of these practices are contained in the ICC's publication International Standard Banking Practice for the Examination of Documents under Documentary Credits ("ISBP") (ICC Publication No. 681); however, the practices are broader than what is stated in this publication. Whilst the ISBP publication includes many banking practices, there are others that are also commonly used in documentary credit transaction beyond those related to the examination of documents. For this reason, (C).

16. Select the suitable one in the blank (A).

- ① the presentation of documents must comply with the terms and conditions of the documentary credit.
- ② the presentation of documents must represent the goods.
- ③ the passing of the documents by the beneficiary to the issuing bank must be punctual.
- ④ the presentation of complying documents must made to the nominated banks under the documentary credit.

17. Select the wrong one for the underlined parts.

- ① a
- ② b
- ③ c
- ④ d

18. Select the best one in the blank (B).

- ① those that have been modified or excluded by the terms and conditions of the documentary credit
- ② those that can not be applied by way of special conditions that exclude the rules
- ③ those that can not be applied by way of special conditions that modify or exclude the rules
- ④ those that have not been modified or excluded by the terms and conditions of the documentary credit

19. Select the best one in the blank (C).

- ① the definition of complying presentation specifically refers to the International Standard Banking Practice publication
- ② the definition of complying presentation does not specifically refer to the International Standard Banking Practice and UCP publications
- ③ the definition of complying presentation does not specifically refer to the International Standard Banking Practice publication
- ④ the definition of complying presentation specifically refers to the International Standard Banking Practice and UCP publications

20. Which is right pair of words for the blanks?

A sight draft is used when the exporter wishes to retain title to the shipment until it reaches its destination and payment is made.

In actual practice, the ocean bill of lading is endorsed by the (A) and sent via the exporter's bank to the buyer's bank. It is accompanied by the draft, shipping documents, and other documents that are specified by the (B). The foreign bank notifies the buyer when it has received these documents. As soon as the draft is paid, the foreign bank hands over the bill of lading with other documents thereby enabling the (C) to take delivery of the goods.

- | | (A) | (B) | (C) |
|---|----------|----------|-------|
| ① | exporter | buyer | buyer |
| ② | exporter | exporter | buyer |
| ③ | buyer | exporter | buyer |
| ④ | buyer | buyer | buyer |

21. Which is NOT suitable in the blank?

The Incoterms® 2020 rules do NOT deal with ().

- ① whether there is a contract of sale at all
- ② the specifications of the goods sold
- ③ the effect of sanctions
- ④ export/import clearance and assistance

22. Which of the following is the LEAST appropriate Korean translation?

- ① We are very sorry to have to inform you that your latest delivery is not up to your usual standard.
⇒ 귀사의 최근 발송품은 평소의 수준에 미치지 못하는 것이었음을 알려드리게 되어 유감입니다.
- ② We must apologize once again for the last minute problems caused by a clerical error on our side.
⇒ 당사 측의 사소한 실수로 인해 발생한 문제에 대해 마지막으로 다시 사과드려야 하겠습니다.
- ③ In consequence we are compelled to ask our agents to bear a part of the loss.
⇒ 따라서 당사는 당사 대리점들이 이번 손실의 일부를 부담해줄 것을 요청하지 않을 수 없습니다.
- ④ Thank you for your quotation for the supply of ABC but we have been obliged to place our order elsewhere in this instance.
⇒ ABC의 공급에 대한 견적을 보내주셔서 감사합니다. 하지만 이번에 한해서는 타사에 주문할 수밖에 없게 되었습니다.

23. The following is on Incoterms® 2020. Select the right ones in the blanks.

The Incoterms® rules explain a set of (A) of the most commonly-used three-letter trade terms, e.g. CIF, DAP, etc., reflecting (B) practice in contracts for the (C) of goods.

- ① (A) twelve (B) business-to-consumer (C) sale and purchase
- ② (A) eleven (B) business-to-business (C) sale and purchase
- ③ (A) eleven (B) business-to-consumer (C) sales
- ④ (A) twelve (B) business-to-business (C) sales

24. Select the wrong explanation of changes in Incoterms® 2020.

- ① Bills of lading with an on-board notation could be required under the FCA Incoterms rule.
- ② Obligations which are listed in one clause.
- ③ Different levels of insurance cover in CIF and CIP.
- ④ Arranging for carriage with seller's or buyer's own means of transport in FCA, DAP, DPU and DDP.

25. Select the term or terms which the following passage does not apply to.

The named place indicates where the goods are "delivered", i.e. where risk transfers from seller to buyer.

- ① E-term ② F-terms
- ③ C-terms ④ D-terms

<제2과목> 영작문

[26~28] Please read the following letter and answer each question.

- (A) We have instructed our bank, Korea Exchange Bank, Seoul to open an irrevocable letter of credit for USD22,000.00 (twenty two thousand US dollars) to cover the shipment (CIF London). The credit is (a) until 10 June 2020.
- (B) Bill of Lading (3 copies)
Invoice CIF London (2 copies)
AR Insurance Policy for USD24,000.00 (twenty four thousand US dollars)
- (C) We are placing the attached order for 12 (twelve) C3001 computers in your proforma invoice No.548.
- (D) You will receive confirmation from our bank's agents, HSBC London, and you can draw on them at 60 (sixty) days after sight for the full amount of invoice. When submitting our draft, please enclose the following documents.

Please fax or email us as soon as you have arranged (b).

26. Put the sentences (A)~(D) in the correct order.

- ① (D)-(B)-(A)-(C)
- ② (C)-(A)-(D)-(B)
- ③ (D)-(C)-(B)-(A)
- ④ (B)-(A)-(C)-(D)

27. Which word is Not suitable for (a)?

- ① invalid
- ② in force
- ③ effective
- ④ available

28. Which word is most suitable for (b)?

- ① shipment
- ② insurance
- ③ negotiation
- ④ invoice

29. Select the right term for the following passage.

The freight is calculated on the ship's space or voyage rather than on the weight or measurement.

- ① Lumpsum Freight
- ② Dead Freight
- ③ Bulky Freight
- ④ FAK

30. Choose the one which has same meaning for the underlined part under UCP 600.

We intend to ship a consignment of (A) dinghies and their equipment to London at (B) the beginning of next month under the letter of credit.

- ① (A) boats - (B) the 1st to the 10th
- ② (A) yachts - (B) the 1st to the 15th
- ③ (A) machines - (B) the 1st to the 10th
- ④ (A) hull - (B) the 1st to the 15th

31. What kind of draft is required and fill in the blank with suitable word?

This credit is available by draft at sight drawn on us for ()

- ① usance - invoice value plus 10%
- ② demand - the full invoice value
- ③ demand - invoice value plus 10%
- ④ usance - the full invoice value

32. Select the wrong part in the following passage.

(A) Authority to Pay is not a letter of credit, (B) but merely an advice of the place of payment and also specifies documents needed to obtain payment. (C) It obliges any bank to pay. (D) It is much less expensive than a letter of credit and has been largely superseded by documents against payment.

- ① (A) ② (B) ③ (C) ④ (D)

33. Which of the following is MOST appropriate in the blanks ?

If a credit prohibits partial shipments and more than one air transport document is presented covering dispatch from one or more airports of departure, such documents are (A), provided that they cover the dispatch of goods on the same aircraft and same flight and are destined for the same airport of destination. In the event that more than one air transport document is presented incorporating different dates of shipment, (B) of these dates of shipment will be taken for the calculation of any presentation period.

- ① (A) unacceptable - (B) the latest
- ② (A) unacceptable - (B) the earliest
- ③ (A) acceptable - (B) the latest
- ④ (A) acceptable - (B) the earliest

34. Select the best one in the blank.

If a nominated bank determines that a presentation is complying and forwards the documents to the issuing bank or confirming bank, whether or not the nominated bank has honoured or negotiated, and issuing bank or confirming bank must () that nominated bank, even when the documents have been lost in transit between the nominated bank and the issuing bank or confirming bank, or between the confirming bank and the issuing bank.

- ① reimburse
- ② honour or reimburse
- ③ negotiate or reimburse
- ④ honour or negotiate, or reimburse

35. A letter of credit requires to present bill of lading and insurance certificate. If the shipment date of bill of lading is 20 May, 2020, which of following document can be matched with such bill of lading?

A. An insurance certificate showing date of issue as 20 May, 2020
B. An insurance certificate showing date of issue as 21 May, 2020
C. An insurance policy showing date of issue as 20 May, 2020
D. A cover note showing date of issue as 20 May, 2020

- ① A only
- ② C only
- ③ A and C only
- ④ all of the above

36. Which of the followings is NOT correctly explaining the Charter Party Bill of Lading under UCP 600?

- ① The charter party B/L must appear to be signed by the master, the owner, or the charterer or their agent.
- ② The charter party B/L must indicate that the goods have been shipped on board at the port of loading stated in the credit by pre-printed wording, or an on board notation.
- ③ The date of issuance of the charter party bill of lading will be deemed to be the date of shipment unless the charter party bill of lading contains an on board notation indicating the date of shipment.
- ④ A bank will examine charter party contracts if they are required to be presented by the terms of the credit.

37. Select the right terms in the blanks?

Payments under (A) are made direct between seller and buyer whereas those under (B) are made against presentation of documentary bills without bank's obligation to pay.

- ① (A) Documentary Collection - (B) Letter of Credit
- ② (A) Remittance - (B) Documentary Collection
- ③ (A) Letter of Credit - (B) Documentary Collection
- ④ (A) Remittance - (B) Letter of Credit

38. Which of the following is LEAST correct about the difference between Bank Guarantee and Letter of Credit?

- ① The critical difference between LC and guarantees lie in the way financial instruments are used.
- ② Merchants involved in exports and imports of goods on a regular basis choose LC to ensure delivery and payments.
- ③ Contractors bidding for infrastructure projects prove their financial credibility through guarantees.
- ④ In LC, the payment obligation is dependent of the underlying contract of sale.

39. Which of the followings is NOT APPROPRIATE as part of the reply to the letter below?

Thank you for your fax of July 5, requesting an offer on our mattress. We offer you firm subject to your acceptance reaching us by July 20.

Our terms and conditions are as follows :

Items : mattress (queen size)

Quantity : 300 units

Price : USD1,100.00 per unit, CIF New York

Shipment : During May

Payment : Draft at sight under an Irrevocable L/C

- ① We need the goods in early June, so we want to change only shipment term.
- ② Thank you for your firm offer, and we are pleased to accept your offer as specified in our Purchase Note enclosed.
- ③ Thank you for your letter requesting us to make an offer, and we would like to make an offer.
- ④ We regret to say that we are not able to accept your offer because of high price comparing with that of your competitor.

40. Put the sentences A~D in the correct order?

- (A) Finally, in accordance with the instructions of our buyer, we have opened an insurance account with the AAA Insurance Company on W.A. including War Risk.
- (B) We enclose a check for \$50.00 from Citibank in payment of the premium.
- (C) As you know, our buyer directed us to make a marine insurance contract on W.A. including War Risk with you on 300 boxes of our Glasses Frames, which we are shipping to New York by the S.S. "Ahra" scheduled to leave Busan on the 15th February.
- (D) We want you to cover us on W.A. including War Risk, for the amount of \$2,050.00 at the rate you suggested to us on the phone yesterday, and one copy of our invoice is enclosed herein.

- ① A-B-C-D
- ② C-D-B-A
- ③ D-B-C-A
- ④ B-C-D-A

41. Where a bill of lading is tendered under a letter of credit, which is LEAST appropriate?

The bill of lading is usually (A) drawn in sets of three negotiable copies, and goods are deliverable against (B) any one of the copies surrendered to the shipping company. The number of negotiable copies prepared would be mentioned on the bill which would also provide that "(C) one of the copies of the bill being accomplished, the others to stand valid". It is, therefore, essential that (D) the bank obtains all the copies of the bill of lading.

- ① A
- ② B
- ③ C
- ④ D

42. What does the following refer to under marine insurance operation?

After the insured gets the claim money, the insurer steps into the shoes of insured. After making the payment of insurance claim, the insurer becomes the owner of subject matter.

- ① Principle of Subrogation
- ② Principle of Contribution
- ③ Principle of Abandonment
- ④ Principle of Insurable Interest

43. Which of the followings is NOT correctly explaining the arbitration?

- ① With arbitration clause in their contract, the parties opt for a private dispute resolution procedure instead of going to court.
- ② The arbitration can only take place if both parties have agreed to it.
- ③ In contrast to mediation, a party can unilaterally withdraw from arbitration.
- ④ In choosing arbitration, parties are able to choose such important elements as the applicable law, language and venue of the arbitration. This allows them to ensure that no party may enjoy a home court advantage.

44. Select the right term for the following passage.

A principle whereby all parties to an adventure, who benefit from the sacrifice or expenditure, must contribute to make good the amount sacrificed or the expenditure incurred.

- ① General average
- ② Jettison
- ③ Particular charges
- ④ Particular average

45. Select the wrong term in view of the following passage.

A negotiation credit under which negotiation is not restricted to one nominated bank or which is available through any bank.

- ① general L/C
- ② unrestricted L/C
- ③ open L/C
- ④ freely acceptable L/C

46. The following are on CIF under Incoterms® 2020. Select the wrong one.

- ① The insurance shall cover, at a minimum, the price provided in the contract plus 10% (ie 110%) and shall be in the currency of the carriage contract.
- ② The insurance shall cover the goods from the point of delivery set out in this rule to at least the named port of destination.
- ③ The seller must provide the buyer with the insurance policy or certificate or any other evidence of insurance cover.
- ④ Moreover, the seller must provide the buyer, at the buyer's request, risk and cost, with information that the buyer needs to procure any additional insurance.

47. Select the wrong part in the following passage under UCP600.

(A) Letter of Credit means an engagement by a bank or other person made at the request of a customer
(B) that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the credit. (C) A credit must be irrevocable. (D) The engagement may be either an agreement to honor or a statement that the applicant or other person is authorized to honor.

- ① (A)
- ② (B)
- ③ (C)
- ④ (D)

48. Select the wrong one in the blank under Incoterms® 2020.

The seller must pay () under FCA.

- ① all costs relating to the goods until they have been delivered in accordance with this rule other than those payable by the buyer under this rule
- ② the costs of providing the transport document to the buyer under this rule that the goods have been delivered
- ③ where applicable, duties, taxes and any other costs related to export clearance under this rule
- ④ the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with this rule

49. The following are the purpose of the text of the introduction of Incoterms® 2020. Select the wrong one.

- ① to explain what the Incoterms® 2020 rules do and do NOT do and how they are best incorporated
- ② to set out the important fundamentals of the Incoterms rules such as the basic roles and responsibilities of seller and buyer, delivery, risk etc.
- ③ to explain how best to choose the right Incoterms rules for the general sale contract
- ④ to set out the central changes between Incoterms® 2010 and Incoterms® 2020

50. Which of the following is logically INCORRECT?

- ① A person authorized by another to act for him is called as principal.
- ② Co-agent means one who shares authority to act for the principal with another agent and who is so authorized by the principal.
- ③ Agents employed for the sale of goods or merchandise are called mercantile agents.
- ④ Del credere agent is an agent who sell on behalf of a commission and undertakes that orders passed to the principal will be paid.

<제3과목> 무역실무

51. 다음 DPU조건에 대한 설명 중 틀린 것을 고르시오.

- ① 매도인은 지정목적지까지 또는 있는 경우 지정목적지에서의 합의된 지점까지 물품의 운송을 위해 자신의 비용으로 계약을 체결하거나 준비하여야 한다.
- ② 매도인은 목적지까지 운송을 위해 어떠한 운송관련 보안요건을 준수하여야 한다.
- ③ 매도인은 자신의 비용으로 매수인이 물품을 인수할 수 있도록 하기 위해 요구되는 서류를 제공하여야 한다.
- ④ 매도인은 수출통관절차, 수출허가, 수출을 위한 보안통관, 선적전 검사, 제3국 통과 및 수입을 위한 통관절차를 수행하여야 한다.

52. 다음 중 권리침해조항의 설명으로 틀린 것을 고르시오.

- ① 특허권, 실용신안권, 디자인권, 상표권 등의 지적재산권의 침해와 관련된 조항이다.
- ② 매도인의 면책내용을 규정하고 있고 매수인의 주문 내용에 따른 이행에 한정된다.
- ③ 매수인은 제3자로부터 지적재산권 침해를 받았다는 이유로 매도인에게 클레임을 제기할 수 있다.
- ④ 선진국으로 수출되는 물품을 주문받았을 경우 특히 이 조항을 삽입해야 한다.

53. 다음 인코텀즈(Incoterms) 2020에 대한 설명으로 적절하지 않은 것을 고르시오.

- ① CIF 조건에서는 협회적하약관 C 약관의 원칙을 계속 유지하였다.
- ② 물품이 FCA 조건으로 매매되고 해상운송 되는 경우에 매수인은 본선적재표기가 있는 선하증권을 요청할 수 없다.
- ③ 인코텀즈 2020 규칙에서는 물품이 매도인으로부터 매수인에게 운송될 때 상황에 따라 운송인이 개입되지 않을 수도 있다.
- ④ 매도인이 컨테이너화물을 선적 전에 운송인에게 교부함으로써 매수인에게 인도하는 경우에 매도인은 FOB 조건 대신에 FCA 조건으로 매매하는 것이 좋다.

54. 다음 중 매입은행과 개설은행의 서류 심사와 관련된 내용으로 옳지 않은 것을 고르시오.

- ① 은행의 서류심사와 수리여부 결정은 선적서류를 영수한 익일로부터 제7영업일이내에 이루어져야 한다.
- ② 신용장 조건과 불일치한 서류가 제시된 경우 개설은행은 개설의뢰인과 하자 서류의 수리여부를 교섭할 수 있다.
- ③ 신용장에 서류의 지정 없이 조건만을 명시한 경우 그러한 조건은 없는 것으로 간주된다.
- ④ 은행이 선적서류가 신용장조건과 일치하는지 여부를 심사할 때 신용장통일규칙과 국제표준은행관행(ISBP)에 따라야 한다.

55. 다음 중 해운동맹의 운영수단으로 성격이 다른 하나를 고르시오.

- ① Sailing Agreement
- ② Pooling Agreement
- ③ Fidelity Rebate System
- ④ Fighting Ship

56. 관세법 상 입국 또는 입항하는 운송수단의 물품을 다른 세관의 관할구역으로 운송하여 출국 또는 출항하는 운송수단으로 옮겨 실는 것을 의미하는 용어로 옳은 것을 고르시오.

- ① 통관(通關)
- ② 환적(換積)
- ③ 복합환적(複合換積)
- ④ 복합운송(複合運送)

57. 다음 중 수출입을 총괄하는 대외무역법의 성격에 대한 설명으로 적절하지 않은 것을 고르시오.

- ① 수출입공고상 상품분류방식은 HS방식을 따르고 있다.
- ② 통합공고는 대외무역법에 물품의 수출입요령을 정하고 있는 경우 이들 수출입요령을 통합한 공고이다.
- ③ 수출입공고는 우리나라 수출입품목을 관리하기 위한 기본공고체계이다.
- ④ 수출입공고, 통합공고, 전략물자수출입공고 등의 품목 관리는 대외무역법에서 규정하고 있다.

58. 다음 중 해상운송에서 사용되는 할증운임으로 그 성격이 다른 하나를 고르시오.

- ① Heavy Cargo Surcharge
- ② Length Cargo Surcharge
- ③ Bulky Cargo Surcharge
- ④ Optional Surcharge

59. 다음은 내국신용장과 구매확인서의 비교설명표이다. 옳지 않은 것을 모두 고르시오.

구분	내국신용장	구매확인서
㉠ 관련법규	대외무역법 시행령	무역금융 규정
㉡ 개설기관	외국환은행	외국환은행
㉢ 개설조건	제한 없이 발급	무역금융 용자한도 내에서 개설
㉣ 수출실적	공급업체의 수출실적 인정	공급업체의 수출실적 인정
㉤ 부가가치세	영세율 적용	영세율 미적용
㉥ 지급보증	개설은행이 지급보증	지급보증 없음

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

60. 다음 서류상환인도(CAD) 방식에 대한 설명으로 옳게 짝지어진 것을 모두 고르시오.

- ㉠ 수입상이 자신 앞에 도착된 상품의 품질검사를 완료한 후에 구매여부를 결정할 수 있는 결제방식이다.
- ㉡ 선하증권 상 수하인은 수입국 소재의 수출상의 지사나 대리인이며, 대금의 결제와 동시에 선하증권을 배서 양도하여 물품을 인도하게 된다.
- ㉢ 수출업자가 선적을 완료한 상태에서 수입업자가 수출국에 소재하는 자신의 해외지사 또는 대리인에게 지시하여 서류의 인수를 거절하게 되는 경우에는 수출업자는 곤란한 상황에 처하게 된다.
- ㉣ 수입자의 대리인을 수입국 소재 수입자의 거래은행으로 지정하는 경우 European D/P라고도 한다.

① ㉠, ㉡ ② ㉡, ㉢ ③ ㉡, ㉣ ④ ㉢, ㉣

61. 다음 중 선하증권의 법적 성질에 대한 설명으로 옳지 않은 것을 고르시오.

- ① 요인증권성 : 화물의 수령 또는 선적되었음을 전제로 발행한다.
- ② 요식증권성 : 상법 등에서 정한 기재사항을 증권에 기재하여야 한다.
- ③ 문인증권성 : 선의의 B/L 소지인에게 운송인은 B/L 문언에 대하여 반증할 수 없다.
- ④ 지시증권성 : 화물에 대하여 B/L이 발행된 경우, 그 화물을 처분할 때에는 반드시 B/L로써 한다.

62. 다음 항공화물운송에서 품목분류요율(CCR) 관련 할인요율 적용대상 품목으로 옳지 않은 것을 고르시오.

- ① 서적
- ② 카탈로그
- ③ 정기간행물
- ④ 점자책 및 Talking books(calendar, price tag, poster도 적용 가능)

63. 다음 선하증권(B/L)에 대한 설명으로 적절하지 않은 것을 고르시오.

- ① FOB 조건이나 CIF 조건처럼 본선 상에 물품의 인도를 의무화하고 있는 거래에서는 선적 선하증권을 제시해야 한다.
- ② 적색 선하증권(Red B/L)은 선하증권과 보험증권을 결합한 증권으로 선사가 보험회사에 일괄보험으로 가입하게 된다.
- ③ FIATA 복합운송선하증권은 운송주선인이 운송인이나 운송인의 대리인으로 행동한다는 것이 운송서류에 나타나 있지 않아도 수리된다.
- ④ 최초의 운송인이 전구간에 대하여 책임을 지고 화주에게 발행해 주는 선하증권을 통선하증권(Through B/L)이라 한다.

64. 다음 하역비부담 및 할증운임 조건에 대한 설명으로 틀린 것을 고르시오.

- ① Berth term은 정기선조건에 사용되어 liner term이라고도 하고 선적과 양륙비용을 선주가 부담한다.
- ② FIO는 선적과 양륙이 화주의 책임과 비용으로 이루어지는 조건이다.
- ③ Bulky cargo surcharge는 벌크화물에 대하여 할증되는 운임이다.
- ④ Optional surcharge는 양륙지가 정해지지 않은 화물에 부가되는 할증운임이다.

65. 다음 해상손해의 보상에 대한 설명으로 적절하지 않은 것을 고르시오.

- ① 공동의 해상항해와 관련된 재산을 보존할 목적으로 공동의 안전을 위하여 이례적인 희생이나 비용이 의도적으로 지출된 때에 한하여 공동해손행위가 있다.
- ② 구조비(salvage charge)는 구조계약과 관계없이 해법상으로 회수할 수 있는 비용이라고 정의하고 있어 구조계약과 관계없이 임의로 구조한 경우에 해당한다.
- ③ 손해방지비용(sue and labor expense)은 근본적으로 보험자를 위한 활동이라고 할 수 있기 때문에 손해방지비용이 보험금액을 초과하는 경우에도 보험자가 보상한다.
- ④ 특별비용(particular charge)은 피보험목적물의 안전이나 보존을 위하여 피보험자에 의하여 지출된 비용으로서 공동해손비용과 손해방지비용은 제외된다.

66. 미국의 신해운법(Shipping Act, 1984)상 특별히 인정되는 복합운송인을 고르시오.

- ① Carrier형 복합운송인
- ② CTO형 복합운송인
- ③ NVOCC형 복합운송인
- ④ 운송주선업자

67. 다음 분쟁해결조항 상 사용할 수 없는 분쟁해결방법을 고르시오.

Dispute Resolution. The Parties agree to attempt initially to solve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations. If the Parties are unable to settle the matter between themselves, the matter shall thereafter be resolved by alternative dispute resolution.

- ① Amicable Settlement
- ② Conciliation
- ③ Arbitration
- ④ Litigation

68. 다음 국제복합운송 경로에 대한 설명으로 옳은 것을 고르시오.

- ① ALB(American Land Bridge)는 극동아시아의 주요 항만에서부터 북미서안의 주요항만까지 해상운송하여 철도로 내륙운송 후 북미 동남부에서 다시 해상운송으로 유럽의 항만 또는 내륙까지 연결하는 복합운송 경로이다.
- ② MLB(Mini Land Bridge)는 극동아시아에서 캐나다 서안에 있는 항만까지 해상운송 후 캐나다 철도를 이용하여 몬트리올 또는 캐나다 동안까지 운송한 다음 다시 캐나다 동안의 항만에서 유럽의 각 항만으로 해상운송하는 복합운송경로이다.
- ③ MB(Micro Bridge)는 미국 서안에서 철도 등의 내륙운송을 거쳐 동안 또는 멕시코만 항만까지 운송하는 해륙복합운송시스템이다.
- ④ SLB(Siberian Land Bridge)는 중국과 몽골을 거쳐 시베리아 철도를 이용하여 극동, 유럽 및 북미간의 수출입화물을 운송하는 복합운송경로이다.

69. 다음 해상손해의 형태 중 성격이 다른 하나를 고르시오.

- ① 구조료
- ② 손해방지비용
- ③ 충돌손해배상책임
- ④ 특별비용

70. 다음 중재제도에 관한 설명 중 옳지 않은 것을 고르시오.

- ① 중재계약은 계약자유의 원칙이 적용되는 사법상의 계약이라고 할 수 있다.
- ② 중재법정은 자치법정이라고 볼 수 있다.
- ③ 구제제도로써 중재판정취소의 소를 인정하고 있다.
- ④ 중재심문에는 증인을 출석시킬 수 있으며 선서도 시킬 수 있다.

71. 제3자가 개입되지만 제3자는 당사자로 하여금 일치된 해결안에 도달하도록 도와주는 대체적 분쟁해결방법(ADR)의 한 유형을 고르시오.

- ① 화해
- ② 알선
- ③ 조정
- ④ 중재

72. 다음 조건부 청약(Conditional Offer) 중 성격이 다른 것을 고르시오.

- ① 예약불능청약(Offer without engagement)
- ② 통지없이 가격변동 조건부 청약(Offer subject to change without notice)
- ③ 시황변동조건부 청약(Offer subject to market fluctuation)
- ④ 승인부 청약(Offer on approval)

73. 다음 중 분쟁의 해결방법에 대한 설명으로 부적절한 것을 고르시오.

- ① Amicable Settlement는 당사자간 클레임을 해결하는 방법이다.
- ② 중재과정에서 Amicable Settlement에 이르는 경우도 있다.
- ③ 당사자 간 분쟁해결 방법으로 Mediation 또는 Conciliation도 고려해 볼 수 있다.
- ④ 중재는 서면에 의한 합의가 있어야 활용이 가능하다.

74. 다음 대리점계약에서 대리인과 본인 즉, 당사자 관계에 대한 설명으로 적절하지 않은 것을 고르시오.

- ① 대리점계약은 계약에 합의된 수수료를 본점이 대리점에게 지급하지만, 본점이 직접 주문을 받았다면 수수료를 지급할 의무가 없다.
- ② 대리점계약 상에 명시규정이 없는 한, 대리인은 본점을 위해 주문을 수취하였다도 그 지출한 거래비용을 본점으로부터 청구할 수 없다.
- ③ 본점이 계약완료 전에 정당한 사유 없이 계약을 종료하였을 때, 자신이 이미 제공한 서비스 수수료는 배상 청구할 수 있지만 이후 취득할 수수료 등 직접적인 손해발생액은 배상청구할 수 없다.
- ④ 대리점은 본점에게 회계보고의 의무를 지고, 대리점의 회계보고는 계약조건이나 본점의 요구에 따라 행하여야 한다.

75. 다음 중 설명이 틀린 것을 고르시오.

- ① 한국 등 대륙법 국가에서 확정청약은 유효기간 내에 철회가 불가능하다.
- ② 영미법 상 청약이 날인증서로 되어 있는 경우 철회가 불가능하다.
- ③ 영미법 상 피청약자가 약인을 제공한 경우 철회가 불가능하다.
- ④ UCC 상 청약의 유효기간이 3개월이 초과하는 경우에도 청약의 철회가 불가능할 수 있다.

* 수고하셨습니다.

수험자 여러분의 좋은 결과를 기원합니다.