

《国际贸易实务》测试题 2

1、单项选择题

1. 《2010年通则》将国际贸易中使用的贸易术语归纳为()
A. 11条 B. 12条 C. 13条 D. 15条
2. 下列关于共同海损的描述()是不准确的。
A. 风险必须是危及船、货共同安全的, 实际存在的, 不可能避免的
B. 共同海损的行为必须是有意的、合理的
C. 共同海损行为应取得效果
D. 共同海损的费用是共同海损行为引起的
3. 交易洽商可以经过各种步骤, 属于合同成立不可缺少的一个法律步骤是()
A. 邀请发盘 B. 询盘 C. 发盘 D. 还盘
4. 根据中国人民保险公司制定的保险条款规定, 海洋货物保险险别分为基本险和附件险, 其中, 基本险包括平安险、水渍险、一切险。在这些险别中, 承保范围最小的一种险别是()
A. 水渍险 B. 平安险 C. 一切险 D. 万能险
5. 《INCOTERMS2010》C组贸易术语与其他各组贸易术语的中要区别是()
A. 交货地不同 B. 风险划分不同
C. 风险费用的划分地点分离 D. 运输形式不同
6. 按《2010年通则》的解释, 到达合同术语中由卖方负责到达目的地且要负责卸货的是()。
A. DDP B. DAP C. DAT D. DES
7. 卖方想要承担最低的合同义务时, 最好采用()
A. EXW 术语 B. FCA 术语 C. CIF 术语 D. DDP 术语
8. 汇票根据()不同, 分为银行汇票和商业汇票。
A. 出票人 B. 付款人
C. 收款人 D. 承兑人
9. 具有物权凭证作用的单据是()。
A. 商业发票 B. 铁路运单. C. 航空运单 D. 提单

10. 按收货人抬头, 提单可分为记名提单、不记名提单、指示提单。可以背书转让的提单是 ()。

- A. 记名提单 B. 不记名提单 C. 空白提单 D. 指示提单

二、多项选择题

1. 合同中的数量条款为“2000M/T With 10% more or less at Seller's option”, 则卖方交货数量可以是 ()。

- A. 1800M/T B. 2000M/T C. 2100M/T D. 2200

2. 用文字说明表示品质的方法有 ()。

- A. 凭规格等级标准买卖 B. 凭牌号商标买卖
C. 凭产地名称买卖 D. 凭说明书和图样买卖
E. 凭样品买卖

3. 只适用于海运和内河运输的贸易术语是 ()。

- A. FOB B. FAS C. CFR D. CIP

4. 贸易术语中, 风险划分以装上船为界的有 ()。

- A. FOB B. CFR C. CIF D. CIP

5. 下列选项中, 属于汇付方式的有 ()。

- A. D/P B. M/T C. T/T D. D/D

三、名词解释题 (贸易术语要写出英文全称再做解释)

1. CFR:

2. L/C:

3. DAT:

4. 提单:

四、案例分析题

国外一家贸易公司与我国某进出口公司订立合同, 购买小麦 500 吨。合同规定, 2002 年 1 月 20 日前开出信用证, 2 月 5 日前装船。1 月 28 日买方开来信用证, 有效期至 2 月 10 日。由于卖方按期装船发生困难, 故电请买方将装船期延至 2 月 17 日并将信用证有效期延长至 2 月 20 日, 买方回电表示同意, 但未通知开证银行。2 月 17 日货物装船后, 卖方到银行议付时, 遭到拒绝。

问题：(1) 银行是否有权拒付货款?为什么? (5分)

(2) 作为卖方, 应当如何处理此事? 各国制定对外贸易政策的主要目的是什么? (5分)

第二部分 项目实操题

五、计算报价

上海春阳 (Spring Sun) 有限公司是一家专营家具出口的公司, 目前该公司收到美国福家 (Forcharge) 公司的询价函, 要求对款号为 AFW1013 的全橡木红漆折叠椅 (Fold Chair) 进行报价, 订购量为 1 个 20' FCL。春阳公司的业务员林飞收集了报价的相关信息: 每纸箱可以装 10 把椅子, 纸箱的尺码为 72X36X48 (CM), 每箱的毛重为 20KG, 净重为 19KG, 采购价格为 80 元/把, 增值税为 17%, 出口退税为 13%。

国内费用有: 出口包装费 15 元/纸箱, 仓储费 5 元/纸箱;

一个 20 英尺集装箱的国内运杂费 400 元, 商检费 550 元, 报关费 50 元, 港口费 600 元, 其它费用 1400 元。

海运集装箱包箱费率由上海至纽约每一个 20' 集装箱为 2200 美元; 运输标志包括客户名、目的地港和件号。

保险为发票金额加成 10% 投保一切险和罢工险, 费率为分别为 0.6% 和 0.3%。公司要求在报价中包括 10% 的预期利润, 付款方式是即期信用证。(美元汇率为: 6.85:1)

20 英尺集装箱的长为 5917MM, 宽为 2336MM, 高为 2249MM。

根据所给资料, 按实际装箱方案, 计算单件商品的 CIF 的美元报价 (计算过程保留四位小数, 结果保留两位小数)。

二、签订合同

Dear Lin,

We have received your letter together with your quotations. Having thoroughly studied the quotations, we find that CIF New York USD 13.50/pc is more suitable our situation. We may need one 20' FCL which shipped before April, 10 and partial shipment is prohibited. Please kindly inform us if you are able to supply above items as we need.

Your immediate attention will be highly appreciated.

With best regards!

Yours faithfully,

Mellon Co. Ltd.

Charles Bores

Mr. Bores,

Thank you for new order, but we find the Fold Chair Art No.E1013 cannot supply before May, 2010. Should we deliver the goods not later than Jun. 1, without partial shipment and transshipment?

Waiting for your early reply.

Yours,

Lin Fee

Dear Lin,

After discussion, our company agrees with your shipment date and methods.

As you know, the charge of bank for letter of credit is expensive, we hope to pay the sales proceed by collect by your documentary draft at 30 days after sight. The documents are to be delivered against acceptance.

Looking forward to your reply.

Your faithfully,

Charles Bores.

Dear Charles,

Thank you for your consideration for the shipment date.

As for payment, our company prefer L/C for the first deal for new customer.

Could you accept L/C at 30 days after sight, to be valid for negotiation in China until the 21st days after date of shipment?

Yours,

Lin fee

Dear Lin,

Thank your email and your term of payment, which we expected to more convenient but accept, noting that this is the first deal between us. Please draft a contract as per our negotiation.

We are glad to have concluded this initial transaction with you. And hope this would mark the beginning of a long standing and steady business relationship between us.

Yours faithfully,

Charles

请根据报价相关资料及往来邮件，将下列合同补充完整。

SALES CONTRACT

Contract No: SM001

Date: April. 3

Seller: Shanghai Spring Sun Exporter Company, Limited

Buyer: Forcharge Company Limited, New York, America

This contract is made by and between the Sellers and the Buyers; Whereby the Sellers agree to sell and the Buyers agree to buy the under-mentioned goods according to the terms and conditions stipulated below and overleaf:

- (1) Names of commodity and specification:
- (2) Quantity:
- (3) Unit price and total amount:
- (4) Packing:
- (5) Port of Loading:
- (6) Port of Destination:
- (7) Shipping Marks:
- (8) Time of Shipment:
- (9) Terms of Payment:
- (10) Insurance:
- (11) The Buyer shall establish the covering Letter of Credit before

April, 10; failing which, the Seller reserves the right to rescind this Sales Contract without further notice, or to accept whole or any part of this Sales Contract, non-fulfilled by the Buyer, or to lodge claim for direct losses sustained, if any

(12) Documents: The Sellers shall present to the negotiating bank, Clean On Board Bill of Lading, Invoice, Quality Certificate issued by the China Commodity Inspection Bureau or the Manufacturers, Survey Report on Quantity/Weight issued by the China Commodity Inspection Bureau, and Insurance policy Certificate when this contract is made on CIF basis.

(13) For this contract signed on CIF basis, the premium should be 110% of invoice value. All risks and strike risks insured should be included within this contract. If the Buyer asks to increase the insurance premium or scope of risks, he should get the permission of the Seller before time of loading, and all the charges thus incurred should be borne by the Buyer.

(14) Quality/Quantity Discrepancy; In case of quality discrepancy, claim should be filed by the Buyer within 30 days after the arrival of the goods at port of destination; while for quantity discrepancy, claim should be filed by the Buyer within 15 days after the arrival of the goods at port of destination. It is understood that the Seller shall not be liable for any discrepancy of the goods shipped due to causes for which the Insurance Company, Shipping Company, other transportation organizations and/or Post Office are liable.

(15) The Seller shall not be held liable for failure or delay in delivery of the entire lot or a portion of the goods under this Sales Contract in consequence of any Force Majeure incidents.

(16) Arbitration: All disputes in connection with this contract or the execution thereof shall be settled friendly through negotiations. In case no settlement can be reached, the case may then be submitted for arbitration to China International Economic And Trade Arbitration Commission in accordance with the provisional Rules of Procedures promulgated by the said Arbitration Commission. The arbitration shall take place in Beijing and the decision of the

Arbitration Commission shall be final and binding upon both parties; neither party shall seek recourse to a law court nor other authorities to appeal for revision of the decision. Arbitration fee shall be borne by the losing party. Or arbitration may be settled in the third country mutually agreed upon by both parties.

(17) The Buyer is requested always to quote THE NUMBER OF THE SALES CONTRACT in the Letter of Credit to be opened in favor of the Seller.

(18) Other Conditions:

Seller: Lin Fee	Buyer: Charles Bores
Spring Sun Exporter Co., Ltd	Forcharge Co., Ltd

三、修改信用证

根据双方合同，Charles 在 2010 年 4 月 8 日向花旗银行（CITI BANK）申请开立信用证，花旗银行以春阳公司为受益人，开出了信用证。

FROM: CITI BANK NEW YORK

5324 THE FIFTH STREET, BROOKLYN, NEW YORK, U. S. A. 11220

OUR REF: NY980520004658001T01

TO: BANK OF CHINA SHANGHAI BRANCH

197 NANJING LU, SHANGHAI 510130, CHINA

PLEASE ADVISE BENEFICIARY OF THE FOLLOWING LETTER OF CREDIT

ISSUED BY US IN THEIR FAVOR SUBJECT TO UCP 600:

FORM OF DOC. CREDIT: REVOCABLE

DOCUMENTARY CREDIT NUMBER: DC1011

DATE OF ISSUE: 100409

DATE AND PLACE OF EXPIRY: APRIL 30, 2010 IN U. S. A.

APPLICANT: FORCHARGE CO. LTD. 1180 CHURCH ROAD NEW YORK, PA 194 U. S. A.

BENEFICIARY: CHUNYANG CO. LTD. NO.1267 BEIJING ROAD SHANGHAI, CHINA

AMOUNT: USD 291,600.00

SAY UNITED STATES DOLLARS TWENTY-NINE THOUSAND ONE HUNDRED AND SIXTY ONLY.

AVAILABLE WITH/ BY: ANY BANK IN CHINA BY NEGOTIATION

DRAFTS AT: 45 DAYS AFTER SIGHT

DRAWEE: CITI BANK, NEW YORK

PARTIAL SHIPMENT: ALLOWED

TRANSSHIPMENT: ALLOWED

PORT OF LOADING: SHANGHAI

PORT OF DESTINATION: NEW YORK

LATEST DATE OF SHIPMENT:100601

SHIPPING TERMS: CIF

SHIPPING MARKS: FORCHARGE/ NEW YORK/NO.1-216

DOCUMENTS REQUIRED:

+ 3 COPIES OF COMMERCIAL INVOICE SHOWING VALUE IN U.S. DOLLARS AND INDICATING L/C NO. AND CONTRACT NO..

+ 2 COPIES OF PACKING LIST SHOWING GROSS/NET WEIGHT OF EACH CARTON.

+ CERTIFICATE OF ORIGIN IN TRIPLICATE ISSUED BY CHINA CHAMBER OF INTERNATIONAL COMMERCE.

+ 2 COPIES OF INSURANCE POLICY OR CERTIFICATE ENDORSED IN BLANK FOR THE INVOICE VALUE OF THE GOODS PLUS 120% COVERING ALL RISKS AND WAR RISK AS PER AND SUBJECT TO OCEAN MARINE CARGO CLAUSES OF THE PEOPLE'S INSURANCE COMPANY OF CHINA DATED 1/1/1981.

+ 3/3 SET AND ONE COPY OF CLEAN ON BOARD OCEAN BILLS OF LADING MADE OUT TO ORDER AND BLANK ENDORSED MARKED FREIGHT PREPAID AND NOTIFY APPLICANT.

ADDITIONAL CONDITION:

DOCUMENTS MUST BE PRESENTED WITHIN 15DAYS AFTER SHIPMENT, BUT WITHIN VALIDITY OF THE LETTER OF CREDIT.

INSTRUCTIONS TO THE PAYING/ACCEPTING /NEGOTIATING BANK

NEGOTIATING BANK IS TO FORWARD ALL DOCUMENTS IN ONE AIRMAIL TO CITI BANK NEW YORK, 5324 THE FIFTH STREET, BROOKLYN, NEW YORK, NEW YORK 10041 ATTN: LETTER OF CREDIT DEPARTMENT

END OF MESSAGE

4月10日收到信用证后，林飞结合资料与合同，进行审核，发现信用证有不符事约定的地方，请以小陈的身份向 Forcharge Co. Ltd 的 Charles Bores 发出改证函。