

广东外语外贸大学国际经济贸易学院

《国际贸易实务》2009-2010 学年第二学期期末考试试卷 (A 卷)

考核对象：金融 081、082、083、084 班

保险 081、082 班

考试时间：2 小时

班级：_____ 学号：_____ 姓名：_____ 成绩：_____

I. Put T for true or F for false in the corresponding blanks on your answer sheet. (20%)

1. () According to INCOTERMS 2000, under FOB contract, the buyer has no obligation to contract for insurance and pay the insurance premium.
2. () According to INCOTERMS 2000, under CIF contract, the seller must procure marine insurance, while under CFR contract, it is a common practice that the buyer contracts for insurance and pays the insurance premium. So under the CIF contract, the goods are seller's risk during the international marine transport, while under the CFR contract, it is the buyer who should bear the risk of loss of or damage to the goods during the international marine transport.
3. () Under CIF contract, the seller would better ship the goods before the time of shipment stipulated in the contract for fear of the loss of late arrival of the goods to the buyer.
4. () When the risk of loss of or damage to the goods is transferred from the seller to the buyer, all the charges and obligations of this international transaction will be transferred from the seller to the buyer immediately.
5. () According to INCOTERMS 2000, under EXW contract, the seller's obligation is minimum.
6. () International customs and practice is the international standard which is of some guiding significance to international business. So all the international business persons should abide by the international customs and practice.

7. () In order to avoid disputes, we should try our best to use much more kinds of methods to stipulate the quality of the goods in the international contract.
8. () According to CISG, if the package of the goods is not in accordance with the terms and conditions of the contract, the buyer could reject the goods and lodge claims.
9. (T) If the goods are sold by weight, but there isn't any stipulations about the method for calculating weight in the contract, then the payment for goods should be calculated according to its net weight.
10. () Partial loss or damage is not recoverable with FPA.
11. () In ocean marine insurance, general average should be borne by the carrier totally, who may, upon presentation of evidence of the loss, recover the loss from the insurance company.
12. () Demurrage is a fine imposed on the charterer for the delay in the loading and/or unloading of the goods.
13. () Order B/L can be transferred with endorsement.
14. () Unclean B/L will be accepted by the buyer or the issuing bank.
15. () A B/L, Rail Way Bill, or Air Way Bill could be negotiated or transferred because all of them are documents of title to the goods.
16. () According to INCOTERMS 2000, under CIF contract, the seller has no obligation to give the buyer prompt shipping advice after the goods are shipped on board the vessel, because the seller has insured the goods for the buyer before shipment.
17. () According to UCP 600, the issuing bank shall have a maximum of five banking days following the day of presentation to determine if a presentation is complying. When the issuing bank decides to refuse to honour, it must give a single notice to that effect to the presenter.
18. (T) According to UCP 600, all the credits are irrevocable and thereby constitute a definite undertaking of the issuing bank to honour a complying presentation.
19. () Under D/P, the remitting bank and the collecting bank offer their collection service with discretion but they usually don't promise to get the sales **proceeds** for the seller.
20. () Under D/A, the collecting bank should be responsible for the goods (including take and store the goods, etc.) if the buyer doesn't accept the seller's draft(s) and documents.

II. Please choose the best answer from the following choices of each question and write them on your answer sheet. (15%)

21. The term of FOB should be followed by () in a international trade contract.
- A. named place of origin **B. named port of shipment**
C. named port of destination D. named place of destination
22. According to UCP 600, the confirming bank must negotiate and/or honor ()
- A. if the issuing bank agrees to negotiate and/or honor
B. if the applicant agrees to negotiate and/or honor
C. if it has received a complying presentation from the presenter
D. if the beneficiary has shipped the stipulated goods on time
23. Under documentary collection, the draft must be ()
- A. sight draft B. time draft C. banker's draft **D. commercial draft**
24. According to CISG, the international business person can () before the offer reaches the offeree.
- A. withdraw his/her offer** B. revoke his/her offer
C. withdraw his/her contract D. revoke his/her contract
25. According to UCP 600, under L/C, the payer of the draft is () .
- A. the buyer B. the advising bank
C. the negotiating bank **D. the issuing bank**
26. If the CIF value in a international contract is USD 9 000 000, and there isn't any special terms and conditions about insurance, then according to INCOTERMS 2000, the seller could insure the goods for () .
- A. USD 9 000 000 against FPA **B. USD 10 000 000 against WPA**
C. USD 9 000 000 against WPA D. USD 9 900 000 against TPND
27. According to CISG, the acceptance can be submitted ()
- A. in written form B. orally **C. in written form or be sent orally**
28. In the following payment terms, () is the safest term to the seller.
- A. Payment against documents, at 30 days after sight
B. Payment by T/T, at 30 days after arrival of goods
C. Payment against documents, at 30 days from the date of B/L
D. Payment by acceptance L/C, at 30 days after sight
29. Under CFR contract, the goods are damaged during marine transport and the buyer suffers losses estimated at USD 1 000 due to **natural calamity**, USD **800** due to **fortuitous accidents**, and USD 2 000 due to extraneous risks. If the buyer has insured the goods for USD 1 000 000 against WPA before shipment, then the insurer should pay () compensation to the buyer.

- A. USD 3800 **B. USD 1800** C. USD 3000 D. USD 2800
30. In the following statements about loading and discharging charges in charter party, () is correct.
- A. F.I. means the shipper should unload the goods by himself.
 B. F.O. means the shipper should load the goods by himself.
C. The time charter party shouldn't stipulate terms about these charges.
 D. The ship-owner isn't responsible for these charges in tramp shipping.
31. Counter sample is made by () which can help avoid disputes over the quality of goods in the future transaction.
- A. the buyer **B. the seller** C. the carrier D. the offerer
32. The more or less clause is a clause that stipulates that ().
- A. the quantity delivered can be more or less within 5 percent.
 B. the quantity delivered can be more or less within 10 percent
 C. the quantity delivered can be more or less within 3 percent
D. the quantity delivered can be more or less within certain extent
33. Sales by description and illustration is applicable to () most.
- A. wheat **B. medical apparatus**
 C. mineral ore D. ordinary stainless steel cup
34. Neutral packing is adopted to ().
- A. prevent corrosion by acids or alkali
 B. break tariff and non-tariff barriers of exporting countries
C. break tariff and non-tariff barriers of importing countries
 D. A, B and C are all right
35. Merchant vessels can be divided into liners and tramps, and to the owner of cargo, () proved to be a more convenient means of international cargo distribution .
- A. liners** B. tramps C. none of them

III. Calculation (Please write your answers on your answer sheet, and the results should be rounded off to two decimals. 20%)

36. A Company in Shenzhen quotes its exporting price, USD1000 Per Metric Ton FOB Shenzhen, to a Japanese company. But the Japanese company requires the exporter to offer CIF Yokohama price (with the goods insured F.P.A.). If the freight from Shenzhen to Yokohama is USD 200 per Metric Ton, the insured amount is 110% of CIF value and the premium rate is 1% of F.P.A..
- (1) Please calculate how much this exporting company should offer CIF Yokohama price per Metric Ton with the same profit. (8%)

(2) If the Japanese company requires the exporter to offer CIFC5% Yokohama price (with the goods insured F.P.A.). Please calculate how much this exporting company should offer CIFC5% Yokohama price per Metric Ton with the same profit. (4%)

(3) If the exporting quantity is 100 Metric Tons, the domestic purchasing price of these goods is 6000 RMB per Metric Ton. The domestic total charges (including all kinds of domestic fees and taxes) are 13000 RMB. And the export tax rebate is 3000 RMB totally. And the exchange rate is USD1:RMB6.8. Please calculate the rate of profit or loss of this export transaction. (8%)

IV. Case Study (Please write your answers on your answer sheet, 10%)

37.

On 15th May, 2010, a chinese company offered to a french company, "sell 10000 Qing Yan Brand bicycles, Article No. 171069, FOB Shanghai USD 100 per set, shipment during July, 2010. Subject reply here on or before 20th May, 2010. ____".

On 17th May, 2010, the french company replied by FAX, " we accept your offer dated 15th May, 2010, but at the price of FOB Shanghai USD 80 per set, shipment during October, 2010."

The chinese company hadn't replied to the french company and sold their bicycles to another foreign company.

However, on 19th May, 2010, the french company replied by FAX again, " we completely accept your offer dated 15th May, 2010." The chinese company replied to the french company at once by FAX, "we have sold the bicycles to others. We will offer you in the future as possible as we can."

But the french company thought that the contract has been concluded and required the chinese company to ship the bicycles during July, 2010 at Shanghai port.

According to CISG, do you think the above two companies have concluded a contract? Why?

V. Write your answers on your answer sheet to the following question 38, which is based on the following L/C. (35%)

RECEIVED MESSAGE

Status: MESSAGE DELIVERED

Station: 1 BEGINNING OF MESSAGE

Own Address : BOCOZOXXXX
: BANK OF CHINA
: GUANGZHOU

Output Message Type : 700 ISSUE OF A DOCUMENTARY CREDIT
Sent by : ACNZ2WXXX WESTPAC BANK
COPROPATION WELLINGTON
: (FOR ALL NEW ZEALAND BRANCH)

Output Date/Time : 061207/0928

Priority : Normal

27/ SEQUENCE OF TOTAL: 1/1

40A/ FORM OF DOCUMENTARY CREDIT: IRREVOCABLE

20/ DOCUMENTARY CREDIT NUMBER: 0612/20487923

31C/ DATE AND PLACE OF EXPIRY: 070121 P. R. O. C.

50/ APPLICANT: NEW CHEM INC.
AUCKLAND, NEW ZEALAND

59/ BENEFICIARY: GUANGZHOU FOREIGN TRADE CORP.
GUANGZHOU, P. R. OF CHINA

32B/ CURRENCY CODE AMOUNT: USD 34870,00

41D/ AVAILABLE WITH ... BY ... : ANY BANK BY NEGOTIATION

42C/ DRAFTS AT : SIGHT FOR FULL INVOICE VALUE

42A/ DRAWEE: WPACNZZWAKL
WESTPAC BANKING CORPORATION, AUCKLAND

43P/ PARTIAL SHIPMENTS: NOT ALLOWED

43T/ TRANSSHIPMENT: ALLOWED

44A/ ON BOARD/DISP/TAKING CHARGE: ANY P. R. C. PORT

44B/ ROF TRANSPORTATION TO: AUCKLAND NEW ZEALAND

44C/ LATEST DATE OF SHIPMENT: 061213

45A/ DESCP OF GOODS AND/OR SERVICE: BLACK SILICON CARBIDE CIF AUCKLAND

46A/ DOCUMENTS REQUIRED:
+COMMERCIAL INVOICES
+FULL SET CLEAN "ON BOARD" BILLS OF LADING MADE OUT TO ORDER BLANK ENDORSED
MARKED "FREIGHT PREPAID" AND NOTIFY APPLICANT
+INSURANCE POLICY OR CERTIFICATE COVERING OCEAN MARINE TRANSPORTATION ALL
RISKS AND WAR RISKS.
+PACKING LIST
+CERTIFICATE OF ANALYSIS
+BENEFICIARY CERTIFICATE STATING BATCH NUMBERS APPEAR ON ALL DOCUMENTS AND
PACKAGES

47A/ ADDITIONAL CONDITIONS:
DRAFTS DRAWN HEREUNDER MUST BEAR DOCUMENTARY CREDIT NUMBER AND DATE.
EACH PRESENTATION OF DISCREPANCIES DOCUMENTS UNDER THIS CREDIT, A FEE
OF NZD70.00(OR ITS EQUIVALENT IN THE CURRENCY OF YOUR DRAWING) IS FOR
ACCOUNT OF BENEFICIARY AND MUST BE DEDUCTED FROM YOUR REIMBURSEMENT CLAIM
OR WILL BE DEDUCTED FROM THE PROCEEDS (IN THE EVENT CLAIM IS PAID BY
OURSELVES). ALL DOCUMENTS IN DUPLICATE UNLESS OTHERWISE STATED.

71B/ CHARGES:

ALL BANK CHARGES OUTSIDE COUNTRY OF ISSUING BANK ARE FOR ACCOUNT OF BENEFICIARY.

48/ PERIOD FOR PRESENTATION:

DOCUMENTS TO BE PRESENTED WITHIN 21 DAYS AFTER ISSUANCE OF BILL OF LADING BUT WITHIN THE VALIDITY DATE OF THIS DOCUMENTARY CREDIT

49/ CONFIRMATION INSTRUCTIONS: WITHOUT

78/ INSTRUCS TO PAY/ACCPT/NEGOT BANK:

UPON RECEIPT OF COMPLIANT DOCUMENTS, WE UNDERTAKE TO REMIT PROCEEDS BY TELEGRAPHIC TRANSFER IN TERMS OF YOUR INSTRUCTONS, WITHIN TWO BUSINESS DAYS, LESS OUR REIMBURSEMENT CHAREGES AND COSTS OF NZD80.00, THE EQUIVALENT OF WHICH WILL BE DEDUCTED FROM YOUR CLAIM. DRAFT AND DOCUMENTS ARE TO BE COURIERED IN ONE LOT TO WESTPAC BANKING CORPORATION, NEW ZEALAND.

SAC: SWIFT Authentication Correct

38.

- (1) 本信用证的申请人和受益人? (4%)
- (2) 本信用证的种类(至少写出两种)? (4%)
- (3) 本信用证的到期日及到期地点? (4%)
- (4) 本信用证是否允许转运, 是否允许分批装运? (4%)
- (5) 本信用证的最迟装运日? (2%)
- (6) 本信用证对汇票有何要求? (6%)
- (7) 本信用证对提单有何要求? (6%)
- (8) 本信用证对保险单据有何要求? (5%)

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《国际贸易实务》2009-2010 学年第二学期期末考试试卷 (A 卷)

参考答案

考核对象：金融 081、082、083、084 班

保险 081、082 班

考试时间：2 小时

班级：_____ 学号：_____ 姓名：_____ 成绩：_____

I . Put T for true or F for false in the corresponding blanks. (20%)

1. T 2. F 3. F 4. F 5. T 6. F 7. F 8. F 9. T 10. F
11. F 12. T 13. T 14. F 15. F 16. F 17. T 18. T 19. T 20. F

II . Please write the best answer in the corresponding blanks. (15%)

21. B 22. C 23. D 24. A 25. D 26. B 27. C 28. D 29. B 30. C
31. B 32. D 33. B 34. C 35. A

III. Calculation (The results should be rounded off to two decimals. 20%)

36.

(1)

$$\begin{aligned} \text{CIF} &= (\text{FOB} + F) / (1 - \text{premium rate} \times 110\%) \\ &= (1000 + 200) / (1 - 1\% \times 110\%) \\ &= 1200 / (1 - 0.011) \\ &= 1200 / 0.989 \\ &= \mathbf{1213.35 \text{ USD per metric ton}} \end{aligned}$$

I.e. this exporting Company should offer **CIF Yokohama USD 1213.35 per Metric Ton** to its customer with the same profit.

(2)

$$\begin{aligned} \text{CIFC5\%} &= \text{CIF} / (1 - 5\%) \\ &= 1213.35 / 0.95 \\ &= \mathbf{1277.21 \text{ USD per metric ton}} \end{aligned}$$

So, the exporting Company should offer **CIFC5% Yokohama USD 1277.21 per metric ton** to its customer with the same profit.

(3)

The domestic purchasing price plus domestic total charges minus the export tax rebate is domestic cost of export.

$$\begin{aligned} \text{I.e. the total domestic cost} &= 6000 \times 100 + 13000 - 3000 \\ &= \mathbf{610000 \text{ RMB}} \end{aligned}$$

$$\begin{aligned} \text{The revenue in RMB} &= \text{foreign exchange earning} \times \text{exchange rate} \\ &= \text{FOB} \times 100 \times \text{exchange rate} \\ &= 1000 \times 100 \times \text{exchange rate} \\ &= 100000 \times 6.8 \\ &= \mathbf{680000 \text{ RMB}} \end{aligned}$$

$$\begin{aligned} \text{So, the rate of profit} &= (\text{revenue} - \text{domestic cost}) \div \text{domestic cost} \times 100\% \\ &= (680000 - 610000) \div 610000 \times 100\% \\ &\approx \mathbf{11.48\%} \end{aligned}$$

IV. Case Study (10%)

37. (1) According to CISG, the two companies have not concluded a contract.

(2) CISG Article 19, “1) A reply to an offer which purports to be an acceptance but contains additions, limitations or other modifications is a rejection of the offer and constitutes a counter-offer.

2) However, a reply to an offer which purports to be an acceptance but contains additional or different terms which do not materially 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. If he does not so object, the terms of the contract are the terms of the offer with the modifications contained in the acceptance.

3) 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 materially. ”

(3) On 17th May, 2010, the french company replied by FAX, “ we accept your offer dated 15th May, 2010, but at the price of FOB Shanghai USD 80 per set, shipment during October, 2010.”

That is to say, the french company altered the price and the time of shipment in the chinese company's offer dated 15th May, 2010. So the reply made by the french company dated 17th May 2010 was a counter-offer and a new offer.

Then, the offer made by the chinese company dated 15th May 2010 became invalid.

The chinese company hasn't accepted the new offer made by the french company dated 17th May 2010.

The reply made by the french company dated 19th May 2010 was a new offer too. And the chinese company hasn't accepted the new offer made by the french company dated 19th May 2010 too.

So the two companies have not concluded a contract.

V. Write your answers in the corresponding blanks. (35%)

38.

- (1) Applicant: NEW CHEM INC. , AUCKLAND, NEW ZEALAND
Beneficiary: GUANGZHOU FOREIGN TRADE CORP.
GUANGZHOU, P. R. OF CHINA
- (2) Irrevocable, Sight, Negotiable, Unconfirmed,
Non-transferable, Documentary
- (3) 21th January, 2007 in china
- (4) PARTIAL SHIPMENTS: NOT ALLOWED
TRANSSHIPMENT: ALLOWED
- (5) LATEST DATE OF SHIPMENT: 13th December, 2006
- (6) DRAFTS AT SIGHT FOR FULL INVOICE VALUE,
DRAWEE: WPACNZZWAKL,
WESTPAC BANKING CORPORATION, AUCKLAND
DRAFTS DRAWN HEREUNDER MUST BEAR DOCUMENTARY CREDIT NUMBER AND DATE.
- (7) FULL SET CLEAN "ON BOARD" BILLS OF LADING MADE OUT TO ORDER BLANK ENDORSED,
MARKED "FREIGHT PREPAID" AND NOTIFY APPLICANT, IN DUPLICATE
- (8) INSURANCE POLICY OR CERTIFICATE COVERING OCEAN MARINE TRANSPORTATION ALL
RISKS AND WAR RISKS, IN DUPLICATE

广东外语外贸大学国际经济贸易学院

《国际贸易实务》2009-2010 学年第一学期期末考试试卷 (A 卷)

考核对象： '4+0' 国贸 084 班

'4+0' 国贸 085 班

考试时间：2 小时

班级：_____ 学号：_____ 姓名：_____ 成绩：_____

I. Put T for true or F for false in the brackets at the end of each statement. (15%)

1. (F) According to INCOTERMS 2000, if the seller exports ceramics using CIF term, he must insure the goods against All Risks plus Risk of Clash and Breakage.
2. (F) According to INCOTERMS 2000, under CIF Liner Terms Hamburg, the buyer must pay the discharging fees in the port of destination.
3. (F) International customs and practice is the international standard which is of some guiding significance to international business men. So all the international business men should abide by the international customs and practice.
4. (T) When the charterer fails to load or unload the goods within the stipulated period of time, he has to pay demurrage to the ship-owner.
5. (F) In order to avoid complications, we should try our best to use much more kinds of methods to stipulate the quality of the goods.
6. (F) According to CISG, if the package of the goods is not in accordance with the terms and conditions of the contract, the buyer could lodge claims, but he couldn't reject the goods.
7. (F) According to CISG, if the seller delivers a quantity of goods greater than that provided for in the contract, the buyer may take delivery or refuse to take delivery of all the quantity (including the excess quantity and the contracted quantity).
8. (F) A Chinese company exports 1500 bags of cement using CIF term in the contract and has insured the goods against F.P.A. before shipment. However five bags fall into water when loading in the port of shipment. Because the five bags have not been on

board yet, the insurance company is not responsible for the loss of the five bags.

9. (T) According to UCP 600, if there isn't any other stipulation, the transshipment is allowed.
10. (F) The clause of " CIF London, New York or Tokyo, at buyer's option" is reasonable and we could agree when exporting goods.
11. (T) According to UCP 600, the L/C is independent of the underlying transactions.
12. (F) According to CISG, the offeror can withdraw his offer, but he can not revoke it no matter what happened.
13. (F) The collecting bank should promise to get the money from the buyer under Collection.
14. (T) According to UCP 600, the beneficiary should present full set clean on board B/Ls if the L/C requires B/Ls with no special terms and conditions.
15. (F) Under Collection, the payer of the draft should be the buyer's bank.

II. Please choose the best answer from the following choices of each question. (20%)

1. An exporter in Guangzhou has agreed to sell goods to a company in New York. The exporter is responsible for arranging transport but not insurance. Which of the following shipping terms is correct? ()
A. CIF New York B. FOB New York
C. CFR New York D. FOB Guangzhou
2. According to UCP 600, if there is no special description about the form of the L/C in it, then this L/C is ()
A. irrevocable and non-transferable B. revocable and transferable
C. irrevocable and transferable D. revocable and non-transferable
3. Which term means the minimum cost coverage by the seller? ()
A. EXW B. FCA C. FAS D. FOB
4. According to CISG, when sale by sample and there are not any other detailed stipulations in contract, the goods delivered by the seller should be ()
A. About same as the sample **B. same as the sample**
C. different a little from sample D. A, B, C are all right.
5. A B/L acts as ()
A. a receipt of goods by the carrier
B. an evidence of the contract of carriage

- C. a document of title for the goods
D. A, B, C are all right.
6. Under D/A, the draft must be ()
 A. sight draft **B. time draft** C. banker's draft D. clean draft
7. According to CISG, the offer can be submitted ()
 A. in written form B. orally **C. in written form or be sent orally**
8. The shipping Mark usually doesn't contain ()
 A. the code name of shipper or consignee
 B. number of packages
 C. name of destination
D. chemical characteristics
9. In the following payment terms, () is the safest term to the seller.
 A. sight payment L/C
 B. D/P at sight
 C. Payment at 30 days after delivery of goods
D. Cash with order
10. In the following statements about loading and discharging charges in charter party, () is correct.
 A. F.I. means the shipper should unload the goods by himself.
 B. F.O. means the shipper should load the goods by himself.
C. The time charter party shouldn't stipulate terms about these charges.
 D. The ship-owner isn't responsible for these charges in tramp shipping.

III. Calculation (25%)

1. A Company in Guangzhou quotes its exporting price, USD950 Per Metric Ton FOB Guangzhou, to a German company. But the German company requires the exporter to offer CIF Hamburg price (with the goods insured W.P.A. plus War Risk). If the freight from Guangzhou to Hamburg is USD180 Per Metric Ton, the insured amount is 110% of CIF value and the premium rate is 1.3% of W.P.A. plus War Risk.

(1) Please calculate how much this exporting company should offer CIF Hamburg price per Metric Ton with the same profit. (10%)

(2) If the German company requires the exporter to offer CIFC5% Hamburg price (with the goods insured W.P.A. plus War Risk).

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