

第九章 作业

一. 单项选择题

1. CIQ (China Entry-exit Inspection and Quarantine Bureau) is a _____ institution in China for inspecting import and export goods.
A.governmental B.social C.individual D.trade association
2. In China, if the import or export goods are in the List of Import and Export Commodities Subject to Inspection, they require _____ inspection.
A. legal B.general C.fair D.impartial
3. CISG Article 25 provides that “A breach of contract committed by one of the parties is _____ if it results in such detriment to the other party as substantially to deprive him of what he is entitled to expect under the contract, unless the party in breach did not foresee and a reasonable person in the same circumstances would not have foreseen such a result”.
A.breach of condition B. breach of warranty C.fundamental D.non-fundamental
4. There are three ways of stipulating what constitutes force majeure: generalization, specification and _____.
A.relation B.stipulation C.qualification D.combination
5. In international trade, there are usually four ways of settling the disputes: friendly negotiation, conciliation, arbitration and _____.
A.discussion B. negotiation C.talking D.litigation

答案: 1.A 2.A 3.C 4.D 5.D

二. 判断题 (正确填 T, 错误填 F)

1. The place of arbitration will decide which arbitration rules or laws are applicable.()
2. In case of a force majeure event, the party seeking to use the clause of force majeure has a duty to inform the other party promptly.()
3. One of the best ways to avoid performing contractual obligations in international trade is to declare a force majeure event.()
4. According to the usual international trade practice, buyers lose the right for claims if they have processed or resold the goods. ()
5. When settling disputes, the conciliator may force the parties in disputes to act his advice.()

答案: 1.T 2.T 3.F 4.F 5.F

三. 案例分析

北京一研究所与日本的客户签订一份进口合同, 欲引进一精密仪器, 合同规定 2 月底交

货。2月20日，日本政府宣布该仪器为高科技产品，禁止出口。该禁令自公布之日起20日后生效。日商来电以不可抗力为由要求解除合同。请问日商的要求是否合理？为什么？

答案：

日商的要求是不合理的。

根据 CISG（或《联合国国际货物销售合同公约》），当一方遭受不可抗力事件，另一方可免除其部分或全部的责任。

本案中，“日本政府宣布该仪器为高科技产品，禁止出口”，但该禁令是自2月10日公布之日起20日后生效，2月只有28天，即该禁令将于3月3日才生效。而合同规定在2月底交货，因此该禁令不属于不可抗力事件。所以日商不能以不可抗力为由要求解除合同。