

TRƯỜNG ĐẠI HỌC VĂN LANG
ĐƠN VỊ: KHOA NGOẠI NGỮ

ĐỀ THI VÀ ĐÁP ÁN
THI KẾT THÚC HỌC PHẦN
Học kỳ 2, năm học 2023-2024

I. Thông tin chung

Tên học phần:	TIẾNG ANH HỢP ĐỒNG VÀ LUẬT THƯƠNG MẠI		
Mã học phần:	71ELAN40242	Số tin chỉ:	2
Mã nhóm lớp học phần:	232_71ELAN40242_01, 02		
Hình thức thi: Trắc nghiệm kết hợp Tự luận	Thời gian làm bài:	60	phút
<i>Thí sinh được tham khảo tài liệu:</i>	<input type="checkbox"/> Có	<input checked="" type="checkbox"/> Không	

1. Lưu ý phòng Khảo thí

- Khóa copy-paste trên bài thi

II. Các yêu cầu của đề thi nhằm đáp ứng CLO

Ký hiệu CLO	Nội dung CLO	Hình thức đánh giá	Trọng số CLO trong thành phần đánh giá (%)	Câu hỏi thi số	Điểm số tối đa	Lấy dữ liệu đo lường mức đạt PLO/PI
(1)	(2)	(3)	(4)	(5)	(6)	(7)
CLO1	Sử dụng được kiến thức về Luật Thương mại và các loại Hợp đồng	Trắc nghiệm, tự luận	20	1-10 21-25	1 1.5	PI4.1
CLO2	Sử dụng được hệ thống thuật ngữ liên quan đến luật thương mại và các điều khoản trong một hợp đồng	Trắc nghiệm	20	11-17	0.7	PI4.2
CLO3	Vận dụng tốt các ý chính, chi tiết, mối quan hệ của các điều khoản trong hợp đồng, và các văn bản trong luật thương mại.	Trắc nghiệm, tự luận	40	18-20 26-30 31	0.3 1.5 1	PI6.1

CLO4	Phối hợp làm việc nhóm, lựa chọn thông tin để thực hiện được văn bản liên quan đến hợp đồng và luật thương mại.	Tự luận	20	32-33	4	PI6.2, 7.3
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III. Nội dung câu hỏi thi

PHẦN TRẮC NGHIỆM (2 điểm) (20 câu hỏi, mỗi câu 0.1 điểm)

CHOOSE THE BEST ANSWER

1 is the settlement of a dispute by a person or an organization chosen by both parties.

- A. Arbitration
- B. Criminal court
- C. Judicial litigation
- D. Police report

Answer: A

2. Ais a particular statement or an article in a contract.

- A. clause
- B. sentence
- C. phrase
- D. none is correct

Answer: A

3.....is a foreseeable event such as flood, earthquake, war, etc. used as an excuse for not fulfilling a contract

- A. Force majeure
- B. Major Forces
- C. Unexpected accidents
- D. Incidents

Answer: A

4. A contract is consideredthat means it is invalid.

- A. null and void
- B. ineffectively
- C. impossible
- D. unacceptable

Answer: A

5.....is a state when a contract cannot be fulfilled by unforeseen reasons.

- A. Frustration
- B. Disappointment
- C. Unavailability
- D. Cancellation

Answer: A

6. Party A is held, i.e. responsible for the implementation .

- A. accountable
- B. accounting
- C. committed
- D. probably

Answer: A

7..... the meeting is a brief record of the content of negotiations

- A. A minute
- B. A second
- C. A memoir
- D. A journal

Answer: A

8. The.....is the person who draws a bill of exchange requiring the person who pays the bill to pay a certain amount as mentioned herein.

- A. drawer
- B. drawee
- C. payor
- D. endorser

Answer: A

9.....is the person who receives the money in the bill of exchange

- A. The payee
- B. The payor
- C. The endorser
- D. The receiver

Answer: A

10. Who pays the freight if the price is quoted in FOB? The does.

- A. The Buyer
- B. The Seller
- C. The Exporter
- D. The Captain

Answer: A

11. Look at the price quoted for a kind of industrial ingredients exported to Unilever Vietnam from Brenntag

Price: USD 1,509/ MT DDP Binh Duong Industrial Park

Quantity: 1,000 MTS in Container 20 Feet

DDP means

- A. Delivered Duty Paid
- B. Delivered to Directed Destination
- C. Delivered Duty Unpaid
- D. Delivered at Place unloaded

Answer: A

12. According to INCOTERMS 2020, with DDP and DAP price, the Seller will bear all cost and risks to

- A. the point of delivery as agreed by two parties.
- B. the unloading port
- C. the port and the cargo are still unloaded.
- D. the city where the warehouse is located.

Answer: A

13. “USD 650/MT FOB Sai Gon Port”

The price as quoted above means

- A. The Buyer has to charter the liner
- B. The Buyer has to cover the insurance.
- C. The Seller has to arrange the delivery at all cost and risks.
- D. The forwarder is responsible for loading.

Answer: A

14. Currently, the International Standardization Organization designates a standard shipment symbol consisting of rows, each of which does not exceedletters

- A. 4 and 17
- B. 4 and 16
- C. 5 and 17
- D. 4 and 21

Answer: A

15.....is the bill which is drawn by a lender to provide financial support to the drawee.

- A. An accommodation bill
- B. A trade bill
- C. A sight bill
- D. A term bill

Answer: A

16. The sends the documents, the draft and the collection instructions to the “Collecting or presenting bank” (the bank of the Importer)

- A. Remitting bank
- B. Confirming bank
- C. Discounting bank
- D. Negotiating Bank

Answer: A

17. What is not the document to be required in an L/C?

- A. MOU
- B. Bill of Lading
- C. Commercial Invoice
- D. Bill of Exchange

Answer: A

18. Theis the standard to determine whether the contract is executed on time or late.

- A. contract performance period
- B. time limit
- C. validity
- D. shipment date

Answer: A

19/ A bank transfer, otherwise calledis the electronic transfer of funds from a buyer to a seller, via a bank.

- A. telegraphic transfer
- B. open account
- C. ACH
- D. cash in advance

Answer: A

20/is a payment term in which an exporter instructs his banks to hand over the shipping documents to the importer when the importer fully pays the accompanying bill of exchange.

- A. CAD
- B. COD
- C. a term bill
- D. at sight letter of credit

Answer: A

PHẦN TỰ LUẬN (8 điểm)

Phần A: Điền từ (10 câu, mỗi câu 0.3 điểm)

Phần B: Viết: (3 câu, 2 câu 2 điểm, 1 câu 1 điểm)

PART A: GAP-FILLING (3 pts)

Complete the sentences with ONE word only from the list.

Award,	prize,	position	signers,	The French System
The US System	DAP	CIF	terminated	closed
warning marks	indication marks	port of destination	of port of loading	hand-delivered,
transmitted	performance	doing	and	or

1. In a shipping mark, we recognize Haiphong Port on the outer cover of a carton, it means
2.also called the dangerous signs, indicate the drawings and letters that attract attention such as flammable, explosive, toxic...
3. Long Tons and Pounds are the unit of measurement of
4. Between hundreds and tens in British English, we must use
5. One of the key features of an international trade contract is that the of the contract is outside of Vietnam.
6. According to term, all costs and risk of the shipment shall pass from the Seller to the Buyer at the time shipment have been effectively delivered at the place designated by the Buyer.
7. The contract may be..... through mutual written agreement by both parties.
8. Any notice to be given hereunder shall be written or shall be by emails or sent by express airmail.
9. All disputes arising from of this contract should be settled through friendly negotiation.
10. In some countries such as USA, theof the arbitration shall be final and binding.

PART B: Finish the tasks given (5 pts)

Answer the following questions:

Question 1: (1 mark)

1. How many terms are there in INCOTERMS 2020? Name all terms belonging to Group “C”?

Question 2: (2 marks)

Use the following notes to draft an article on failure to make timely delivery:

- Penalty shall be charged at the rate of 5% for every day of delay in the first 30 days.

- Delay exceeds 2 months: penalty of 10% + termination of the contract

Question 3: (2 marks)

Use the following notes to draft an article for claims:

-Lodging claims against the Seller based on Inspection Certificate within 21 days

-Promptly repairing or replacing goods or supply the deficient quantity.

ĐÁP ÁN PHẦN TỰ LUẬN VÀ THANG ĐIỂM

Phần câu hỏi	Nội dung đáp án	Thang điểm	Ghi chú
II. Tự luận		8.0	
Part A	<ol style="list-style-type: none"> 1. port of destination 2. Warning marks 3. The U.S System 4. and 5. the position 6. DAP 7. Terminated 8. hand –delivered 9. performance 10. Award 	3	
Part B – 1	1. There are 11 terms in INCOTERMS 2020. In Group “C”, we can name CFR, CIF, CPT, AND CIP.	1	
Part B – 2	Answers may vary. In the event the Seller for its own sake fails to make delivery of all the goods on time as stipulated in this Contract, the Seller shall pay a penalty to the Buyer. The penalty shall be charged at the rate 5 % of the amount of the delayed goods for every day of delay in delivering the goods, however, the penalty shall not exceed 10 % of the total value of goods involved in the late delivery. Any partial days less than one day shall be deemed to be one day for the calculation of penalty.	2	
Part B – 3	Answers may vary.		

	Should the quality, specifications, quantity, weight, packing and requirements for safety or sanitation/ hygiene of the goods be found not in conformity with the stipulations to this Contract, the Buyer shall give a written notice of claims to the Seller and shall have the right to lodge claims against the Seller based on the Inspection Certificate issued by the Inspection Organization within 21 days from the date of completion of unloading of the goods at the port of unloading. In the event of nonconformity, the Seller shall promptly repair or replace such goods or supply the quantity that is deficient. In the event that the Buyer does not make such claim within the above-mentioned time-limit, the Buyer shall forfeit its right to make a claim with respect to the quantity deficiency or the apparent quality defect.	2	
	Điểm tổng	10.0	

TP. Hồ Chí Minh, ngày 20 tháng 2 năm 2024

Trưởng bộ môn

Giảng viên ra đề

Nguyễn Hải Long

Phạm Văn Nga