

1996 年南京大学国际经济法考研试题
 考研加油站收集整理 <http://www.kaoyan.com>

一、名词解释

1. 非歧视原则
2. CFR
3. 单证严格相符原则
4. 特别提款权
5. 单独海损
6. 关税减让原则
7. 原产地规则
8. 注册资本

二、论述题

1. 试述国际经济法的调整对象与法律特征
2. 简述国际经济法的主要法律渊源,并请举例说明之
3. 如何理解国际货物买卖中的权利担保原则
4. 试述投资保护协定的法律含义与主要内容

三、案例题 (中文回答)

INTRODUCTION

Answer in Chinses the following questions after you read the cases. You must answer them prexisely to the point, Put forward the various basic principles of international trade law to support your argument

Case1 On Julu 10, a Chinese company sent an offer by telex to an American company: selling 300 tons coffee beans, each metric ton at the price of USD 1,900 CIF New York, firm offer standing for 2 weeks. On July 22, the Chinese company leaned that the price of coffee beans on the international market has raised by 30%. Just only on the morning 1f July 22, the US company telexed back an acceptance.

Questions:

- 1) Can the Chinese company raise the price of coffee beans from USD 1,900 per ton to USD 2,500 per ton?
- 2) Dose the offer have legal binding force towards the offer (the Chinese company)? In this case, can the offerer withdraw his offer?

Case 2 On November 10, 1990, A (a Chinese forern trade company, the seller) and B (an American company, the buyer) reached an agreement in terms of price, quantity, quality, payment and shipment of certain product by exchange of fax between them. Tow days later, A, as usual, mailed a letter of comfirmation to B and asked B to return the letter having it signed. B found that the price in this letter was somewhat different from that had been during the process of communication.

So B refused to sign the letter of comfirmation and asked A to deliver the on . So B refused to sign the letter of confirmation and asked A to deliver the goods according to the terms as previously settled by fax. A held that it was under no obligation to supply the goods since they haven't entered into a formal contract in accordance with the Law of Foreign Economic Contract of China and international practice

Questions:

- 1) What is the main issue in this case?

2) If A brought the case before a Chinese people's court and if you were the judge in handling the case, how would you choose the applicable law to resolve the dispute?

