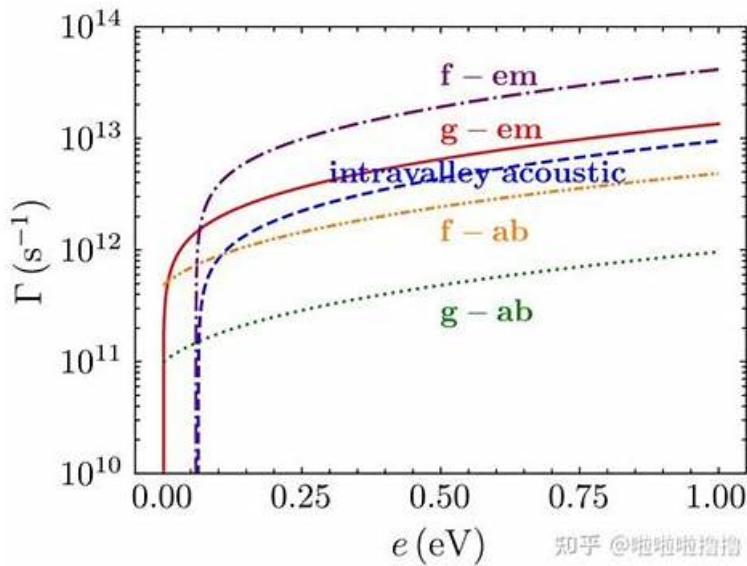


L4M3資料的中率 & L4M3復習問題集



P.S. JPNTesがGoogle Driveで共有している無料かつ新しいL4M3ダンプ: <https://drive.google.com/open?id=1pMG8xZVkyShFOCPoOCl23vhx8EUwpMgj>

私たちはL4M3試験参考書について多くのユーザーと話し合ったので、あなたの希望の資料だと思います。ユーザーのニーズに合わせるために、私たちのL4M3試験参考書が絶えず改善されています。私たちのL4M3試験参考書のは世界からのユーザーを引きつけてきます。そして私たちのL4M3試験参考書は理解しやすいです。L4M3試験参考書を作る専門家は問題集の内容の研究に取り組んでいます。

CIPS L4M3: CIPS商業契約は、商業契約の原則と実践に焦点を当てた上級レベルの試験です。この試験は、供給業者との契約を管理する調達専門家が対象とされます。試験は、契約交渉、契約起草、契約管理、契約パフォーマンス評価など幅広いトピックをカバーしています。

>> L4M3資料的中率 <<

L4M3復習問題集、L4M3対応受験

当社は、L4M3学習教材の新しいバージョンのリリースに成功しました。おそらく、L4M3試験の準備に深く悩まされているでしょう。これで、L4M3学習教材の助けを借りて、完全にリラックスした気分になれます。当社の製品は信頼性が高く、優れています。さらに、当社のL4M3学習教材の合格率は市場で最高です。L4M3学習教材を購入することは、あなたが半分成功したことを意味します。L4M3試験に初めて合格する場合、適切な決定は非常に重要です。

CIPS L4M3試験は、商業契約に関与している個人の知識とスキルをテストするように設計されています。これには、契約の起草と交渉、契約パフォーマンスの管理、契約の過程で発生する紛争の解決に責任がある個人が含まれます。この試験では、契約法、契約の起草、契約交渉、契約管理など、幅広いトピックをカバーしています。

CIPS L4M3試験では、契約計画、交渉、リスク管理、契約管理、契約閉鎖など、商業契約に関連する幅広いトピックをカバーしています。候補者は、異なる業界やコンテキストで契約を管理するためのベストプラクティスと同様に、法的および規制当局の要件を十分に理解することが期待されています。この試験は、理論的知識だけでなく、契約の起草、紛争の管理、利害関係者との効果的なコミュニケーションなどの実践的なスキルもテストするように設計されています。

CIPS Commercial Contracting 認定 L4M3 試験問題 (Q191-Q196):

質問 #191

A retailer prefers to display its best selling products and promotion programme on the building windows. According to rule of

contract formation, this act will generally constitute...?

- A. An invitation to treat
- B. A legal capacity
- C. A mailbox rule
- D. An offer

正解: A

解説:

Fisher v Bell [1960] and Pharmaceutical Society of Great Britain v Boots Cash Chemists [1953] identified that the courts will generally consider goods advertised in shop windows or those with a price tag attached to constitute an invitation to treat. An invitation to treat is a concept in contract law. It refers to an invitation for a party to make an offer enter into contractual negotiations. Invitations to treat can be anything displayed to a large number of people, as long as there is no defined way to choose who can accept. Items on display in a shop, advertisements, and catalogues are all common examples of invitations to treat.

However, there are cases in the US shows that under some circumstances an advertisement can become an offer (see Lefkowitz v Great Minneapolis Surplus Stores [1957]).

Reference:

- What is an Invitation to Treat in Contract Law?

- CIPS study guide page 29

LO 1, AC 1.2

質問 # 192

Which of the following is the reason why liquidated damage clauses are embedded into a contract?

- A. To avoid argument on correct measure of damage
- B. Because compensation will be awarded immediately
- C. To penalise the supplier for their wrongdoing
- D. Because liquidated damages are the only remedy

正解: A

解説:

Liquidated damages are an amount of money, agreed upon by the parties at the time of the contract signing, that establishes the damages that can be recovered in the event a party breaches the contract. The amount is supposed to reflect the best estimate of actual damages when the parties sign the contract. These usually apply to a specific type of breach, and in construction, it is frequently the failure to complete work on time.

Liquidated damages clauses are usually written as some sort of formula, for example:

Total Contract Price - [(X amount of \$ per day) x (number of days late)] Including a liquidated damages clause can provide many benefits, the most important of which is predictability. When setting a predetermined amount of damages, it allows both parties a chance to negotiate and settle on a number they both feel is fair and reasonable.

From the owner's perspective, this acts like a cheap form of insurance against your contractors. In the event of a breach, the owner can immediately calculate the damages without going through the trouble of proving actual damages. Proving actual damages can be a complicated, lengthy, and costly process.

From a contractor perspective, this allows them to analyze the level of risk involved, and schedule appropriately. It also allows them the opportunity to limit the damage claims of the owner.

Reference:

- Construction Contract Clauses: What Is a Liquidated Damages Clause?

- CIPS study guide page 158-159

LO 3, AC 3.2

質問 # 193

Bethy sees a coat on shop window with a \$100 price tag. She comes and asks the shop owner to buy it. The owner states that the price has not been updated and the current price for the coat is \$120. Bethy says the owner should honour the quoted price on window shop. Is Bethy correct?

- A. Yes, the owner has made an offer by showing his product on the shop window and he must honour that offer
- B. No, the owner is revoking his initial offer to sell at \$100 and he is proposing new offer to Bethy
- C. Yes, \$120 for a coat is extremely unreasonable and the owner's later offer therefore void

- D. No, the display on shop window is just an invitation to treat and the owner may change the price at his will

正解: D

解説:

Based on two famous precedents, Fisher v. Bell (1961) and Pharmaceutical Society of Great Britain v. Boots Cash Chemists (1953), the display on shop window is considered as an invitation to treat. The shop owner can change the price when his customer asks to buy.

Reference: CIPS study guide page 29

LO 1, AC 1.2

質問 # 194

The pricing arrangement in which markup is added into cost base to calculate the final price is known as...?

- A. Price indices
- B. Cost plus pricing
- C. Market based approach
- D. Fixed Price approach

正解: B

解説:

The market approach is a method of determining the value of an asset based on the selling price of similar assets.

A fixed-price strategy means you set a price and keep it constant for an extended period of time.

Cost-plus pricing is also known as markup pricing. It's a pricing method where a fixed percentage is added on top of the cost to produce A price index (PI) is a measure of how prices change over a period of time, or in other words, it is a way to measure inflation. There are multiple methods on how to calculate inflation (or deflation).

Reference: CIPS study guide page 176-179

LO 3, AC 3.3

質問 # 195

Which of the following are likely to be express terms in a contract?

1. Legislation
2. Custom and practice
3. Contract particulars
4. Terms and conditions

- A. 1 and 4 only
- B. 1 and 2 only
- C. 3 and 4 only
- D. 2 and 3 only

正解: C

解説:

Express terms are the terms of the agreement which are expressly agreed between the parties. Ideally, they will be written down in a contract between the parties but where the contract is agreed verbally, they will be the terms discussed and agreed between the parties.

The types of express terms to be found in a contract are many and varied and will depend on the type of contract. Any term written into the contract is an express term and may refer to price, time scales, warranties and indemnities, limitations on liability, conditions precedent and so on.

Reference:

- Contracts: Express and Implied Terms

- CIPS study guide page 32

LO 1, AC 1.2

質問 # 196

.....

L4M3復習問題集: <https://www.jpntest.com/shiken/L4M3-mondaishu>

さらに、JPNTesL4M3ダンプの一部が現在無料で提供されています: <https://drive.google.com/open?id=1pMG8xZVkyShFOCPoOCl23vhx8EUwpMgj>