

**GENERAL TERMS AND CONDITIONS OF GRUPO ALBACORA
FOR THE SALE OF FISH**

CONTENTS

1. DEFINITIONS	3
2. SCOPE OF APPLICATION.....	4
3. SPECIAL CONDITIONS OF SALE.....	4
4. OBJECT OF THE SALE	5
5. PRICE	5
6. QUANTITY	5
7. QUALITY	6
8. REJECTION	6
9. RESALE. LOSS OF PROFITS.....	7
10. PAYMENT	7
11. BUYER'S CREDIT STATUS	8
12. DELIVERY OF PRODUCTS	8
13. DELIVERY TIMES	9
14. LOADING AND SHIPPING.....	9
15. DOCUMENTS TO BE PROVIDED BY THE SELLER	9
16. TERM PROVISIONS	10
17. INCOTERM ESTABLISHMENT	10
18. INSURANCE	10
19. COLD STORAGE FACILITY	10
20. DELAYS IN RECEIPT OF PRODUCTS	10
21. TERMINATION	11
22. FORTUITOUS EVENT AND FORCE MAJEURE	12
23. LIMITATION OF LIABILITY	12
24. INSOLVENCY, BANKRUPTCY OR LIQUIDATION.....	13
25. CONFIDENTIALITY	13
26. JURISDICTION AND APPLICABLE LAW.....	13
27. SURVIVAL CLAUSE	14
28. DATA PROTECTION.....	14
29. COMPLIANCE POLICY	14
30. BANK COMMISSIONS AND EXPENSES	14

1. DEFINITIONS

In these Terms and Conditions of Sale, the following terms shall have the meanings set out below:

Buyer: Any natural or legal person with whom the Seller contracts in accordance with these Terms and Conditions of Sale, including any principal on whose behalf the Buyer orders Products from the Seller.

Terms and Conditions: The terms and conditions of sale set out in this document.

SCS: Refers to the specific conditions of sale to be signed by the Seller and Buyer in a separate document, to which these general terms and conditions of contract shall apply.

SCP: Refers to the specific conditions of purchase that may be provided by the Buyer in place of the Specific Conditions of Sale, under the conditions set out in this document.

GTC: Refers to the general terms and conditions set out in this document.

Delivery: Delivery shall be understood to mean the act by which the Products are made available to the Buyer by the Seller, either directly, through a designated third party, a supplier of the Seller, or by notifying the Buyer, that the Products are ready for collection at the Seller's premises or for shipment as agreed between the parties.

Specification: The technical description or other description (whether in terms of quantity, quality, price, weight or otherwise) of the Products shown or mentioned in any Contract or Order and any performance programme and/or other characteristics and details contained, mentioned or referred to therein or prepared in accordance therewith.

Properly calibrated weighing instrument: Any instrument that complies with global metrological standards (OIML, ISO), has a valid certificate issued by the competent authority of the country and whose recognition may be valid in other countries through equivalence or mutual recognition agreements.

Late payment interest: Interest calculated by applying the applicable statutory default interest rate, as published every six months by the Ministry of Economy, Trade and Enterprise (or its successor) in the Official State Gazette, from the day following the due date.

Loss or Losses: Includes all losses, claims, compensation, demands, actions, proceedings, damages, payments, costs, expenses, penalties, fines or other liabilities in relation to any matter, event or circumstance.

Technical Data Sheet: Document prepared and issued by the Seller containing the fundamental characteristics, technical specifications and other relevant information about the Products being sold.

Payment Date: The date on which the client must make payment in accordance with the specific terms and conditions of the contract or, failing that, in accordance with the general terms and conditions of the contract.

Goods: The goods that the Seller shall supply to the Buyer in accordance with the terms agreed and signed in the SCS.

Order: Any written purchase request signed by the Buyer and sent to the Seller for the supply of Products.

Risk: Refers to liability for loss or damage to the goods.

Seller: Albacora, S.A. (as the parent company) or any other subsidiary company that forms part of the Albacora Group.

Delivery window: The period of time during which the Buyer shall take charge of the goods once they have been made available by the carrier at the destination indicated in the transport contract.

2. SCOPE OF APPLICATION

These GTC shall be understood to be incorporated into any sale transaction carried out by ALBACORA, S.A. or any of its subsidiaries; hereinafter, the Seller.

These GTC shall be supplemented and/or modified by the SCS that have been expressly accepted by both parties.

An updated version of these shall be available on the Seller's corporate website.

The Seller is a primary producer, unless otherwise indicated in the SCS, for the purposes of Article 5 of Law 12/2013 on measures to improve the functioning of the food chain (Food Chain Act, LCA). In other words, it is an operator that has carried out fishing production activities.

3. SPECIAL CONDITIONS OF SALE

All sales shall be finalised upon signature of the document known as SCS by the parties involved.

Alternatively, the parties may agree that this document be replaced by SCPs submitted by the Purchaser, the minimum content of which shall be as set out in the SCS.

In any case, the replacement of the SCS with SCPs shall not imply the incorporation of the Buyer's General Conditions into this contract or the modification, replacement or alteration of any of these General Contract Conditions, which shall always apply to all of the Seller's sales transactions.

The documents, GTC and SCS (or SCP), together with any annexes that may be mentioned in the preceding documents, shall constitute the set of documents governing the contractual relationship of sale.

No terms and conditions agreement presented by the Buyer or any third party involved in the transaction shall prevail over these GTC, unless agreed in writing by the parties. Furthermore, these GTC may only be modified by SCS with the express acceptance of the Seller.

Any typographical, administrative or other error in any contract document shall be subject to correction without liability on the part of the Seller.

4. OBJECT OF THE SALE

The object of the sale shall be fish in its various forms.

The fish being sold, its species, characteristics, quantity and other specifications shall be detailed in the SCS.

5. PRICE

The price of the Products shall be as agreed between the parties and shall be reflected in writing in the SCS in euros (EUR) or US dollars (USD).

Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the full price of the Products and any expenses incurred at any time in accordance with these Terms and Conditions.

The parties agree that, due to the characteristics of the Goods, the final price may be subject to adjustments, which will be determined once the Buyer has received it at its premises. The price adjustment shall be made once the Buyer has classified and verified the Goods within 5 days of receipt, for which purpose the Buyer shall send the Seller supporting documentation of the final quantities received (“final vouchers”), which must be accepted by the Seller prior to proceeding with the price adjustment.

6. QUANTITY

The quantity sold shall be understood to be “estimated” and therefore subject to possible variations, either upwards or downwards.

The calculation of the quantity shall be based on the weight of the Products determined at the place/port of origin/shipment, or at the place of destination/unloading of the Products, as agreed in each case. The quantity shall be determined by using a weighing scale or other weight measuring device.

If there is a discrepancy between the quantity indicated in the SCS and the final weight, the difference shall be compensated for by means of mechanisms to be agreed between the Seller and the Buyer.

7. QUALITY

The quality and technical specifications of the Goods shall be set out in the SCS or, where applicable, in the corresponding Annexes. In any case, the Goods should be fit for human consumption, unless otherwise specified in the SCS (e.g. in the case of Goods sold for animal consumption).

Unless otherwise stated in the SCS, the quality of the Goods shall be understood to refer to their condition at the time they are made available to the first carrier at the port of origin/shipment by the Seller.

Furthermore, the Buyer accepts that the Seller reserves the right (but does not accept any obligation) to make any changes to its Technical Data Sheet that are necessary to ensure that the Products comply with any applicable legal requirements in force at any given time, and the Buyer shall not be entitled to object to or reject the Products on the basis of such changes.

Unless otherwise specified in the SCS, the Buyer shall notify the Seller in writing of any defect or non-conformity with the contractual description, specifications or agreed quality within a maximum period of 5 working days from receipt at destination and, in any case, before the Buyer has processed the Products subject to sale.

The Goods shall be deemed to conform in all respects to the description, specifications and quality stipulated in the contract if the Seller does not receive such written notification within the time limits stipulated above. Any claim arising from the non-conformity of the Goods with the description, specifications and quality stipulated in the contract that is not notified in writing to the Seller within the stipulated time limits shall be deemed final.

Since both the Buyer and the Seller have the right to send inspectors to the places of shipment, unloading, storage, transport and/or delivery of the Products, the Seller shall not be liable for any loss, claim, cost, expense, compensation, penalty or financial cost arising from any detention, removal, confiscation, rejection or destruction of the Products during their transport, ordered by any administrative or governmental entity, provided that this situation has not been caused directly by wilful misconduct or gross negligence on the part of the Seller, its employees and/or agents.

In the event of any discrepancies regarding quality at the time of delivery of the Products, both parties agree to allow the Seller's expert or its insurer access to the Products in order to determine their condition by means of the relevant analysis. The expert's opinion shall be binding on the parties, except in cases of proven fraud or error. If liability cannot be attributed to a single party, the costs shall be divided 50% between the Buyer and the Seller.

8. REJECTION

Any possible rejection of all or part of the Goods must be notified to the Seller in writing within a maximum period of 5 days from receipt at destination and, in any case, before the Buyer has processed it.

The Buyer agrees that the period stipulated in Clause 7 and in this clause provides him with reasonable time to examine and inspect the Goods.

If the Buyer does not reject the Products or part thereof in the manner and within the period stipulated, it shall be deemed to have irrevocably and definitively waived its right to reject the Products or part thereof.

In circumstances where the rejection of the Goods has been communicated in a timely manner, the Seller may request a joint expert analysis of the Goods by an expert appointed by the Seller or by the Seller's insurer. The cost of this expert analysis shall be shared equally by both parties, and the result shall be binding on both parties, except in cases of proven error, omission or fraud.

In the event that no written notice of rejection is given, it shall be presumed that the correct quantity and quality of Products have been delivered and that they comply in all respects with the Technical Data Sheet and, consequently, it shall be deemed that the Buyer has accepted and that the Seller has correctly delivered the Products in question, and the Seller shall have no liability to the Buyer in respect of those Products or otherwise.

Any withdrawal, confiscation or destruction of the Products or any punitive or administrative action taken by any governmental or public authority (including health and food safety authorities) at any port or place where the Products may be delivered, landed, processed, sold, resold or consumed, shall not in itself give rise to any right of rejection or claim for reimbursement of the price paid.

9. RESALE. LOSS OF PROFITS

Regardless of whether the Buyer may purchase the Products for themselves or for the purpose of reselling them to third parties, no claims will be accepted for possible indirect damages, punitive or exemplary damages, or for any similar concept such as a possible loss of profits.

10. PAYMENT

The payment terms will be reflected in the SCS.

Any payment due on a non-business day must be made on the following business day, unless the latter corresponds to the following month, in which case the payment must be made on the previous business day.

In the event of late payment, without prejudice to any other measures that may be taken, the Seller may:

- a) Demand compliance or termination of the payment obligation with compensation for damages and payment of interest on arrears in both cases. It may also request termination even after having opted for compliance when this proves impossible.

- b) Suspend performance until full payment of the debt, without any claim being made against the seller for any delay or delay caused by such suspension.
- c) Demand payment of the financial costs arising from the Buyer's failure to pay.

Payment shall be made by bank transfer by the Buyer to the account designated for this purpose by the Seller.

Any tax, duty, charge or tariff not provided for in the GTC shall, by default, be borne by the Buyer, as shall any variation or modification requested by the Buyer.

11. BUYER'S CREDIT STATUS

Each SCS shall be subject to the Seller's approval of the Buyer's credit status both prior to and during the conclusion of the agreement. Otherwise, the Seller may:

- a) Suspend performance until the Buyer's solvency has been verified or sufficient price assurance has been received that is acceptable to the Seller.
- b) Modify the Buyer's payment terms to require advance payment prior to delivery of the Products.

In any case, deliveries are subject to the insurance company's coverage limit. Any reduction or cancellation by the insurer would limit deliveries from that date onwards.

12. DELIVERY OF PRODUCTS

The place and conditions of delivery shall be those indicated in the INCOTERM agreed in the SCS. In the absence of the inclusion of INCOTERM in the SCS, the Products shall be deemed delivered once made available to the first carrier at the port of origin, it being understood that from that moment onwards all costs and expenses shall be borne by the Buyer.

Variations in the delivery conditions previously agreed and reflected in writing by both parties will only be accepted. In the event that the Buyer requests a different point or form of delivery than that agreed, the Seller shall not be liable for any damage or loss that the Products may suffer because of this modification.

If the Seller agrees to deliver the Products to the Buyer by express or other special delivery methods, or if it agrees to expedite delivery, or if additional delivery charges arise, whether due to delay or other reasons, all additional costs, expenses or charges for packaging, transport, insurance, delay and other costs incurred in this way shall be added to the price of the Products and shall be the responsibility of the Buyer and paid by the Buyer.

The possibility of partial deliveries is expressly accepted. These GTC shall apply to each partial delivery as if it were a total sale.

13. DELIVERY TIMES

When the Seller arranges transport, the SCS may indicate an estimated date of shipment of the Products from the point of origin, an estimated date of delivery by the carrier, and the delivery window available to the Buyer for collection of the Products at the port of destination.

Under no circumstances does the Seller guarantee the dates of shipment and delivery of the Products; therefore, it shall not be liable for any claims for damages in the event of delays in the delivery of the Products.

Failure by the Buyer to collect the Products at the port of destination after the delivery window may result in the termination of the SCS and a possible claim for damages by the Seller, except in cases of force majeure. In any event, all costs incurred after the delivery window shall be borne by the Buyer.

14. LOADING AND SHIPPING

The Goods shall be loaded and shipped strictly in accordance with the usual practice, customs and usage of the port of shipment, unless other conditions have been specified in the SCS.

The Purchaser of the Goods agrees to be aware of such customs and practices or, if not, to have access to them upon request.

The Buyer is aware of and accepts the loading procedure at the port of shipment, waiving any right to take action against the Seller that may arise from such operations, and in any case remaining obliged to pay in accordance with the SCS or these GTC.

15. DOCUMENTS TO BE PROVIDED BY THE SELLER

The documentation corresponding to the Goods shall be set out in the SCS.

The Seller shall make the scanned documentation available to the Buyer, the originals of which shall be sent, if necessary, to the address provided for this purpose by the Buyer, who shall bear the cost of such shipment.

If any original document required in the SCS is not available to the Seller, the Seller shall be entitled to send a copy of said document by digital means to the Buyer, provided that it sends the original document to the Buyer within a reasonable period of time after receiving or coming into possession of it.

The Seller shall not be liable for any delays caused by the required documentation not being available on time, provided that the causes of the delay are not attributable to the Seller.

Except in the case where the documents required in the SCS are prepared and executed by the Seller, the correctness, accuracy or completeness of the information or data contained in such documents is not guaranteed.

16. TERM PROVISIONS

All provisions relating to deadlines for the fulfilment of the Seller's obligations included in these GTC and in the SCS are considered indicative, and the Seller is only obliged to make its best efforts to comply with them, such that failure by the Seller to meet a deadline does not entitle the Buyer to terminate the SCS or claim damages.

17. INCOTERM ESTABLISHMENT

The provisions of the latest version of the INCOTERMS of the International Chamber of Commerce shall apply in relation to the obligations contained therein. The specific INCOTERM governing the sale must necessarily be stated in the SCS.

Unless expressly agreed otherwise, and in the absence of INCOTERMS in the SCS, the Goods shall be deemed delivered to the Buyer once they have been made available to the first carrier at the port of shipment at the origin designated by the Seller, in accordance with local customs and practices. Likewise, from that moment onwards, the risk shall be assumed by the Buyer.

18. INSURANCE

The mandatory requirement to take out a damage insurance policy with an insurance company shall be determined exclusively by the INCOTERM agreed in the SCS.

The party obliged to take out the policy must provide, where applicable, at the request of the other party, a copy of the policy taken out. In the event of a claim, the Buyer must take all necessary steps to mitigate the damage and report it to the relevant insurance company.

19. COLD STORAGE FACILITY

When the goods are stored in cold storage prior to delivery, they shall become the property of the Buyer once the delivery period specified in the SCS has expired, at which point the Buyer shall be responsible for any storage costs. The quantity finally delivered to the Buyer shall be that established in the SCS and, in the event of any losses due to the nature of the Goods, these shall not be attributable to the Seller.

Prices are for open truck loading, so in the event of closed van/container loading, the corresponding cold store shall charge the Buyer for this service.

20. DELAYS IN RECEIPT OF PRODUCTS

The Buyer shall compensate the Seller for any delay that is directly or indirectly attributable to it in the correct receipt of the Goods.

Such compensation shall include all costs, expenses, penalties or surcharges that the Seller must bear as a result of the delay, including, but not limited to, those arising from delays agreed in the charter policy, bill of lading or any other transport document signed by the party responsible for transporting the Goods.

The Seller may pass on these amounts to the Buyer by means of a supplementary invoice, accompanied by documentary evidence of the costs or penalties incurred, which must be paid by the Buyer within the same period and in the same manner as for the payment of the Goods.

21. TERMINATION

The SCS shall be terminated, concluding by operation of law, in the following instances:

- a. due to serious breach by either party of the obligations assumed under the SCS, or violation of these GTC; or
- b. due to breach of any regulation applicable to the specific obligations incumbent upon each party.

In the event of a cause for termination, the complying party may formally request the non-complying party to remedy the breach within 15 working days of receiving the notification. If, after the deadline has passed, the breach has not been remedied, the complying party may terminate the contract with the legal consequences that may apply.

Notwithstanding the foregoing, the Seller shall be entitled to terminate the SCS immediately:

- a. if the Buyer is in arrears with any payment beyond the agreed limits; or
- b. if, in the Seller's opinion, serious doubts arise as to the Buyer's solvency; or
- c. if the Seller is dissatisfied with the Buyer's credit status; or
- d. if the Seller is dissatisfied with any of the Buyer's actions, omissions, policies or practices in circumstances where the Seller considers that the Buyer has breached any applicable provision of the Seller's Code of Conduct or the Buyer has committed or is about to commit or has been, is, or is about to be involved in any practice that may harm or adversely affect the Seller's business interests or the goodwill of the Seller's business, including, without limitation, being directly or indirectly involved in any violation of human rights, environmental laws, welfare regulations, bribery or corruption, and/or unethical business practices.

In the event of termination due to breach of the GTC and SCS by the Buyer, the Buyer shall pay the Seller for all Goods delivered prior to termination and shall indemnify the Seller for any resulting loss (including loss of profit and other consequential losses), damage or expense incurred by the Seller in connection with the breach.

22. FORTUITOUS EVENT AND FORCE MAJEURE

The parties agree that cases of unforeseeable circumstances that could have been foreseeable and, where applicable, avoidable, cannot be claimed as grounds for non-compliance.

With regard to cases of impossibility of performance due to force majeure, i.e., due to the occurrence of an event or circumstance that makes it impossible or impedes a party from fulfilling one or more of its obligations under the GTC and SCS, the following shall be assessed: (a) that such impediment is beyond its reasonable control; (b) that it could not reasonably have been foreseen at the time of entering into the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

Unless proven otherwise, the following events affecting a party shall be presumed to meet conditions (a), (b) and (c) of the preceding paragraph of this Clause: (i) war (whether declared or not), hostilities, invasion, acts of foreign enemies, extensive military mobilisation; (ii) civil war, riots, rebellion and revolution, usurpation of power (whether military or otherwise), insurrection, acts of terrorism, sabotage or piracy; (iii) monetary and trade restrictions, embargo, sanctions; (iv) act of a public authority, whether legal or illegal, compliance with any law or government order, expropriation, occupation of works, requisition, nationalisation; (v) pandemic, plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged interruption of transport, telecommunications, information systems or energy; (vii) general labour disturbances such as boycott, strike and lockout, work-to-rule, occupation of factories and premises.

The party that successfully invokes this clause shall be exempt from its duty to fulfil its obligations and from any liability for damages or any other penalty for breach of contract, from the moment the impediment caused the inability to fulfil it, provided that it gives prior notice of this without delay. If the notification is made without delay, the exemption from liability shall be effective from the moment the notification reaches the other party. Where the effect of the impediment or event invoked is temporary, the aforementioned consequences shall apply only for as long as the impediment invoked prevents the affected party from fulfilling its obligations. When the duration of the impediment invoked has the effect of substantially depriving the parties of what they were reasonably entitled to, either party shall have the right to opt for termination by giving reasonable notice to the other party. Unless otherwise agreed, the parties expressly agree that the SCS may be terminated by either party if the duration of the impediment exceeds 15 days.

23. LIMITATION OF LIABILITY

Notwithstanding any other provisions of these GTC that may exclude the Seller's liability, the Seller shall not be liable to the Buyer for any representation, breach of any implied warranty, condition or other term, or for any indirect loss and/or expense suffered by the Buyer or liability to third parties incurred by the Buyer, or loss of business opportunities, costs, expenses or any consequential claims for compensation of any kind (whether such loss and/or expense is caused by negligence or wilful misconduct on the part of the

Seller, its employees or agents or otherwise), arising out of or in connection with the sale of the Goods (whether in processed or unprocessed form) for use, processing or resale by the Buyer.

The exclusionary effect of this clause also includes, but is not limited to, claims by the Buyer, its employees, independent contractors, agents or assignees, or third parties for damages resulting from personal injury or property damage, or any incidental or consequential damages with respect to any lack of conformity or defect in the Goods delivered.

In no event shall the Seller be liable to the Buyer or any other party for an amount in excess of the price it is entitled to receive from the Buyer.

24. INSOLVENCY, BANKRUPTCY OR LIQUIDATION

Either party may opt for the termination of the SCS in the event that an insolvency administrator or liquidator is appointed in relation to the counterparty's activity.

25. CONFIDENTIALITY

The parties acknowledge that all information that may be accessed within the framework of these GTC and specifically in the SCS, whether related to them or to the activity or organisation of either party (hereinafter, the "Information"), is confidential. Accordingly, both parties agree not to disclose it and to maintain the strictest confidentiality with regard to such Information, warning, where appropriate, their employees, associates and any person who must or may have access to it of this duty of confidentiality and secrecy.

Neither party may reproduce, modify, publish or disclose the Information to third parties without the prior express written authorisation of the other party.

Both parties undertake to take the necessary measures to ensure that the Information is not disclosed or transferred. They shall adopt the same security measures that they would adopt with regard to their own confidential information, preventing its loss, theft or misappropriation.

Where applicable, the recipient of the Information undertakes to inform its employees, associates and any other person to whom the Information is provided of the duty of confidentiality, and shall be liable for any misuse of the Information related to the contract by such persons.

Both parties undertake that the use of the Information shall only be directed towards achieving the objectives agreed between them and no others, and that, therefore, it shall only be disclosed to those persons strictly necessary to fulfil those objectives.

26. JURISDICTION AND APPLICABLE LAW

Spanish law shall govern the SCS, as well as the GTC.

The Courts and Tribunals of Bilbao (Spain) shall be competent to hear any dispute arising from the interpretation or execution of its content, with the express waiver of any other jurisdiction that may correspond to the parties.

However, in compliance with applicable Spanish regulations, the parties must make use of Appropriate Means of Dispute Resolution (AMDR) prior to resorting to the courts. Appropriate Means of Dispute Resolution is understood to mean any type of negotiation activity that the parties to a dispute engage in good faith with the aim of finding an out-of-court solution.

27. SURVIVAL CLAUSE

If, for any reason, any clause or part of a clause of these GTC is declared null and void, invalid or unenforceable by a judge, court or institution with sufficient jurisdiction and capacity, the remaining clauses shall remain in full force and effect.

The part of the contract affected by the non-incorporation or invalidity shall be integrated in accordance with the provisions of Article 1258 of the Civil Code and the provisions on interpretation contained therein.

28. DATA PROTECTION

Both parties undertake to comply with the applicable regulations on personal data protection and to complete any documents and protocols required in this regard.

29. COMPLIANCE POLICY

Regulatory compliance is a fundamental pillar in the development of operations. To this end, any third party with whom the Seller has a relationship must comply with the provisions of the Code of Ethics and Conduct published on the Seller's website (insert link). Failure to comply with the above will entitle the Seller to terminate the contract.

30. BANK COMMISSIONS AND EXPENSES

All bank charges and fees arising from payments made under the GTC and SCS shall be borne exclusively by the Buyer, including those generated by intermediary or correspondent banks.

Under no circumstances shall the Seller assume any commissions, deductions or withholdings arising from the transfer or the means of payment used, and the Buyer must ensure that the net amount received by the Seller corresponds to the total invoiced amount.

Any difference between the invoiced amount and the amount actually received by the Seller because of such charges shall be considered a default in payment, entitling the Seller to:

- demand immediate payment of the outstanding difference, without prejudice to any interest or penalties that may apply; and
- suspend or withhold future deliveries until full payment has been verified.

Acceptance of a partial payment by the Seller shall not imply a waiver of its right to receive the full amount due.