



**OYSTER RECOVERY
PARTNERSHIP | ORP**



University of Maryland
CENTER FOR ENVIRONMENTAL SCIENCE
HORN POINT LABORATORY
OYSTER HATCHERY

1805 Virginia Street
Annapolis, Maryland 21401
Phone: 410-990-4970
Fax: 410-782-2275
kbarnes@oysterrecovery.org

2020 Horns Point Road
Cambridge, Maryland 21613
Phone: 410-221-8330 or 410-221-8310
Fax: 410-221-8456
swilley@umces.edu or tobash@umces.edu

2018 Seed / Spat on Shell Order Request Form

Date: _____

Company Name: _____ Contact Person: _____

Billing Address: _____

(Street)

(City)

(State & Zip)

Shipping Address: _____

(Street)

(City)

(State & Zip)

Telephone: _____

(Cell)

(Work)

(Home)

Email: _____

Strain (Circle one): Triploid Disease Resistant Diploid Wild Diploid Disease Resistant

Size of Spat on Shell: <5mm

Size of seed (Circle one): 2-3mm 3-5mm 5-10mm*

Quantity Desired** _____

Date requested: _____

*Note: Seed larger than 5mm will not be readily available. It is possible we may have larger sizes available in the later part of the summer. Please note these quantities will be limited.

**Note: Seed and Spat on shell are sold by the thousand but smaller orders may be accommodated. Quantities of over 200,000 may require multiple shipments at the purchaser's expense. See our website for further information: <http://hatchery.hpl.umces.edu/> or <https://oysterrecovery.org/>

Statement, terms, and conditions:

- Triploid larvae may not be in production after June 1, therefore Triploid seed smaller than 3-5mm may not be available after June 1.
- A 50 % non-refundable deposit is required for your order to be valid.
- All orders are custom produced, the time it will take for orders to be ready will vary.
- All orders must be PAID IN FULL before product will be released.
- Payments can be made to UMCES HPL by check or money order, or to ORP by credit card, check, or money order. Cash WILL NOT be accepted. ORP must handle all payments for Triploid and Disease Resistant strains.
- Purchases over \$500.00 will require a certified check or money order. Personal checks may be accepted with prior approval.
- For Pickup orders – Orders must be picked up within 7 days of notification that order is ready. After 7 days, product availability is not guaranteed and may be subject to a price increase.
- Orders for Delivery – Shipping must be scheduled within 7 business days with delivery date within 10 business days. Failure to schedule/receive shipment within this time frame could result in an increase in price and product availability is not guaranteed. Shipments are not made on Fridays or weekends. There are 2 shipping options; 1. You pay a separate invoice for shipping after FedEx calculates costs billed by HPL monthly/seasonally, or 2. you obtain your own FedEx account number and are billed directly from FedEx.
- Large orders may have be be shipped in multiple shipments with varying time frames.
- In the event that you are unable to accept seed in your requested time frame or in the event that you cancel your order, you will forfeit your deposit. In the event that the facility is unable to fulfill your order, you will be refunded your deposit. Checks can take up to 6-8 weeks to process. Credit Cards can be refunded within a few days for purchases less than 6 months old.

Please initial that you have read and understand the previously listed Terms and Conditions. _____

Please read the following Warranty Disclaimer; Damages

Warranty Disclaimer; Damages

University of Maryland Center for Environmental Science (hereafter UMCES), Oyster Recovery Partnership (hereafter ORP), and Maryland Department of Natural Resources (hereafter MDDNR) disclaims on behalf of itself, its subcontractors, suppliers and sub-suppliers any and all implied warranties, including, without limitation, warranties of merchantability, fitness for a specific purpose, suitability or performance. No promise or affirmation of fact shall constitute a warranty of UMCES, ORP and MDDNR or give rise to any liability or obligation on the part of UMCES, ORP, and MDDNR.

UMCES, ORP and MDDNR and its subcontractors, suppliers and sub-suppliers' aggregate responsibility and liability, whether arising out of contract or tort or any other legal context or theory, including negligence and strict liability, under the order, including, but not limited to, all claims for breach of any warranty or guarantee, failure of performance or delay in performance by UMCES or performance or non-performance of the purchased larvae, seed, or spat on shell shall not exceed the order price for the larvae, seed, or spat on shell, and in no event shall UMCES, its subcontractors, suppliers or sub-suppliers be liable in contract or in tort or under any other legal context or theory, including negligence and strict liability, for any special, punitive, indirect, incidental or consequential damages of any kind or character, including, but not limited to, loss of revenues or profits or loss under purchases or contracts made in reliance on the performance or

non-performance of the purchased larvae, seed or spat on shell, whether suffered by purchaser or any third party, or for any loss or damage arising out of the sole or contributory negligence of the purchaser, its employees or agents or any third party.

If damaged materials are received from Federal Express, or other carriers, this damage must be reported to the carriers immediately for their inspection. UMCES HPL, ORP and MDDNR will not be held responsible for the condition of shipments after they leave our premises by carriers other than our own. All such claims must be filed with the carrier.

Please sign and print your name stating that you understand and agree to the terms of this request form.

Signature: _____

Printed Name: _____

Date: _____