



**OYSTER RECOVERY  
PARTNERSHIP | ORP**



University of Maryland  
**CENTER FOR ENVIRONMENTAL SCIENCE**

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## 2019 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):    **Diploid Wild**                      **Diploid Disease Resistant**                      **Triploid Disease Resistant**

Spat on Shell:

**<5mm**    (*Diploid Wild: \$10.50/thousand | DR/Triploid: \$13.00/thousand*)

Size of seed (Circle one):

**2-3mm**    (*Diploid Wild: \$8.75/thousand | DR/Triploid: \$11.00/thousand*)

**3-5mm**    (*Diploid Wild: \$9.75/thousand | DR/Triploid: \$12.25/thousand*)

**5-10mm\*** (*Diploid Wild: 13.75/thousand | DR/Triploid: \$17.25/thousand*)

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/>

#### Terms and conditions:

- A 50 % non-refundable deposit is required for all seed and spat-on-shell orders
- 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.
- Personal checks will not be accepted for orders over \$500.00 without prior approval. Amounts over \$500.00 will require a certified check or money order.
- For Pickup orders – Orders must be picked up within 7 days of notification that order is ready, product availability is not guaranteed and may be subject to a price increase after 7 days.
- 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. Two shipping options are available:
  - 1. HPL pays your shipping costs to FedEx, then invoices you for this amount.
  - 2. You may obtain your own FedEx account number to be billed directly by FedEx.
- Orders over 200,000 seed or spat-on-shell may require multiple shipments/installments.
- In the event that you are unable to accept product in your requested time frame or in the event that you cancel your order, you will forfeit your deposit unless we are able to resell the product. 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 read the following Warranty Disclaimer; Damages**

#### **Warranty Disclaimer; Damages**

University of Maryland Center for Environmental Science (hereinafter UMCES), Oyster Recovery Partnership (hereinafter ORP), and Maryland Department of Natural Resources (hereinafter MDDNR) disclaims on behalf of itself, its subcontractors, suppliers and subsuppliers 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 subsuppliers' 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 subsuppliers 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.

Upon receipt of package, open and ensure the contents are cool to the touch. A faint smell is to be expected but an overly fishy smell indicated that contents may have died during transit. If the package is warm or emits a heavy fishy smell of decay, please reject the package and notify HPL immediately at (410-221-8357 or 410-221-8330).

If damaged materials are received from Federal Express, or other carriers, this package should be rejected and the 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. 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: \_\_\_\_\_