

Terms and conditions:

- A 25 % **non-refundable** deposit is required for Triploid and Diploid Disease Resistant strains for orders over 10 million when your order request is approved to be valid. These strains may not be available after July 1.
- 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, money order, or credit card. 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.
- Larvae should be used within 24 hours of pick up or delivery, unless advised otherwise by a hatchery employee. Larvae need to be handled and stored properly, i.e. transported in a cooler with ice packs and handled with care and not allowed to dry out or warm up. Failure to introduce larvae into the setting system within this time period or abide by the handling suggestions may result in significant mortality and will be the responsibility of the setter not the hatchery. Once the larvae leave our facility, they are no longer our responsibility and we are not liable for their performance.
- Orders for Pickup - Larvae will be offered as available based on your indicated "date ready." Deposits may be forfeited if orders are not accepted when offered and the hatchery cannot reschedule fulfillment.
- Orders for Delivery – Obtain your own FedEx account number to be billed directly from FedEx. Shipping must be scheduled within 24 hours after being notified your larvae are ready. Larvae will not be guaranteed if you fail to schedule your shipment within this time frame and result in the loss of your deposit. Shipments are not made on Fridays or weekends. In some cases shipping and handling costs may be billed after product is shipped.
- In the event that you are unable to accept larvae 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 your larvae. If the facility is unable to fulfill your order, you will be refunded your deposit. Please allow 6-8 weeks for check, and up to a week for credit card refunds to be processed.

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 indicates 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). [Packages must be sent back to the hatchery the same day they were received to be eligible for a refund otherwise the package\(s\) will be considered accepted.](#)

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. All claims must be filed with the carrier. UMCES HPL, ORP and MDDNR will not be held responsible for the condition of shipments after they leave our premises.

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

Signature: _____

Printed Name: _____

Date: _____