

Terms and conditions:

- In an effort to be more Environmentally friendly, we are asking that those picking up their orders provide containers for us to transfer your seed into. We will be discontinuing the use of our single use transport bags. For those that wish for us to provide transport bags, a small fee will be added to your total.
- A 50 % **non-refundable deposit** is required when your order request is approved 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, 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.
- 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. It is our responsibility to inspect the seed before leaving our facility. Once the seed leaves our facility, we are not longer responsible for it.
- Orders for Delivery – Obtain your own FedEx account number to be billed directly from FedEx. 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
- Large orders may have to be shipped in multiple shipments and varying times. **Once you receive your order you must immediately inspect it. If you are unhappy with your order for any reason you must contact the hatchery the same day you receive your package and ship it back to the hatchery in its original packaging the same day.**
- 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. Please allow 6-8 weeks for check, and up to a week for credit card refunds to be processed.
- **The hatchery does not guarantee 100% single seed.**

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 such 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: _____