

## Terms and Conditions

- Moving Ads is a sub-brand of Cowfish Limited who is authorised by Malta Public Transport (MPT) and COOP Services Limited (COOP) (jointly referred to as Asset Owners) to market and sell advertising space on their fleet of vehicles.
- All orders for advertising on MPT's public bus fleet and/or COOP's minibus fleet shall be concluded with Cowfish through the signing of a Cowfish Order Form (hereinafter 'Order Form').
- Client may purchase advertising space for advertisements from any of the opportunities provided by Cowfish, subject to availability.
- Advertising material (hereinafter Artwork) must be submitted according to the standards and specifications provided and specified by Cowfish.
- The advertising space is being sold together with printing, affixing and removal at the start and end of the order.
- Printing, affixing and removal (PAR) costs are quoted separately and over and above the advertising space costs.
- If the client chooses to engage its own agency or supplier to handle the printing of its advertising, it may do so and such printing shall be affixed and/or removed by the client's supplier at the request of and under the supervision of Cowfish. In such case, Cowfish shall not be held responsible for the quality of the PAR by the client's supplier.
- Advertising and PAR prices do not include any graphic design of Artwork.
- Cowfish shall best endeavour to affix advertising in accordance with the below table. Days are calculated from date following receipt of Artwork from client.

| Advertising Space  | Time in Days    |
|--------------------|-----------------|
| Full Bus Wrap      | 10 working days |
| Combo Wrap         | 10 working days |
| Super Sides        | 10 working days |
| Side Bar           | 5 working days  |
| Full Tail          | 5 working days  |
| Full Minibus Wrap  | 10 working days |
| Minibus Combo Wrap | 10 working days |
| Minibus Rear       | 5 working days  |

- Payment Policy:** As outlined in the Order Form attached to these terms of business.
- Cancellation Policy:** cancellations, prior to affixing of artwork, shall only be accepted within 5 working days from receipt of the signed Order Form by Cowfish and in such cases full refund of any payment made to date by Client shall be processed. Any cancellations made thereafter shall incur a penalty of fifty per cent (50%) of Order Total as detailed in the Order Form.
- Artwork shall be accepted so long as it does not prove to be controversial, immoral, illicit, of a political nature or illegal in terms of any advertising rules or guidelines present in Malta or if deemed so by Cowfish and/or Asset Owners.
- The Client shall inform Cowfish of its advertising concept and basic design for approval. In any event Cowfish shall have final approval on all adverts before affixing and may refuse adverts which are considered to be contrary to term 12 above.
- Clients are advised to provide good quality artwork and materials, if applicable, for affixing to maintain the good standard of advertising on vehicles.
- Client shall be solely responsible for any legal liability arising out of or in relation to the advert and/or violations in relation to infringements or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or anti-discrimination law or regulation. Client agrees to indemnify Cowfish and the Asset Owners of any liability, loss, damage, claim or action, including legal fees and expenses which may be incurred in the event of a breach.
- Any advertising Artwork is to be provided by Client in accordance with the measurements and other specifications indicated specifically by Cowfish to the Client in relation to the ad type ordered by the Client.
- The duration of any loss of service caused by vehicles being off the road due to maintenance and/or repairs, shall be added to the Clients' booking or a pro-rata refund shall be given to Client in special cases when extending the advert is not viable (e.g. advertisement for events). Furthermore, should a Clients' advert be damaged due to accidents, Cowfish shall repair the damaged artwork at no cost to the Client. For the avoidance of doubt, this clause does not apply to artwork damaged or spoiled in any manner due to force majeure events or ordinary wear and tear.
- Should the Client decide to discontinue an advertisement, after it has been affixed, it may do so, and Cowfish shall remove the advertising in question from the vehicles at the first available opportunity however the Client shall not be entitled to any refund in such cases. In the event that advertising is discontinued by Cowfish, it shall notify the Client and also provide a pro-rata refund accordingly.
- Cowfish shall have the right to remove the advertising from the vehicles in the event that Client does not honour payment terms or otherwise breaches these terms and conditions.
- Any loss of service due to a force majeure event, included but not limited to strikes, lockouts, fires, floods, riots or other causes beyond Cowfish's control, shall not constitute a breach of these terms. Should the event persist for more than thirty (30) days, then Client shall be eligible to an extension of his agreement for a period equivalent to the duration of the force majeure event or a pro-rata refund for such loss at the option of Cowfish provided that the loss of advertising opportunity exceeds twenty per cent (20%) of the term of advertising as described in the order form above.
- Cowfish cannot refuse bookings from competing products or services to those of Client, made by third parties.
- Cowfish shall not be held responsible for any payments which are to be made by the Client to the design agency providing the artwork in connection with the advertising space or any printer engaged in printing the artwork or affixing same on behalf of the Client.
- Cowfish may be contacted on [info@cowfish.com.mt](mailto:info@cowfish.com.mt) or +356 79770900.
- Terms of business as published on 01.03.2023 © COWFISH, 2023.