

Advertising on Benna Milk Cartons – Terms and Conditions

1. Cowfish Limited (hereinafter 'Cowfish') is exclusively authorised by Malta Dairy Products (hereinafter 'MDP' and/or 'Benna') to market and sell advertising space on milk cartons.
2. All orders for advertising on Benna's milk cartons shall be concluded with Cowfish through the signing of the Cowfish Order Form.
3. Client may purchase advertising space for advertisements from any of the opportunities provided by Cowfish, subject to availability.
4. Advertising material must be submitted according to the standards, measurements and specifications indicated and specified by Cowfish to the client.
5. The advertising space being sold is inclusive of printing and distribution during the duration of the campaign which is to be confirmed by client.
6. Advertising prices do not include any graphic design work.
7. Cowfish shall best endeavour to have the printed cartons ready in hand within eleven (11) weeks following receipt of artwork from client.

Week	Requirements
1	Client sends artwork to Cowfish for feedback
2	Cowfish sends print template to client for approval
3	Client to confirm and approve artwork by signing the template
4 - 10	Prints are produced
11	Printed cartons received and stored

8. Payment Policy: As outlined in the Order Form attached hereto.
9. Cancellation Policy: cancellations shall only be accepted within 10 working days from receipt of booking order by Cowfish and in such cases full refund of any payment made to date by Client shall be made. Any cancellations made thereafter shall incur a penalty of fifty per cent (50%) of Order Total as detailed in the Order Form above.
10. Advertising material 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.
11. 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 printing and may refuse adverts which are considered to be contrary to term 10 above.
12. Clients are advised to provide good quality artwork to maintain the good standard of advertising on milk cartons.
13. 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, MDP and Benna of any liability, loss, damage, claim or action, including legal fees and expenses which may be incurred in the event of a breach.
14. Once artwork is approved by the client, should the resultant printing of the advertising be damaged or spoilt in any manner due to force majeure events or ordinary wear and tear, Cowfish and/or MDP and/or Benna shall in no way be held responsible or liable for such damages.
15. Should the client decide to discontinue an advertisement, it may do so and Cowfish shall stop the distribution 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.
16. Cowfish shall have sole discretion to select the milk cartons on which to place the adverts depending on the artwork supplied by the Client.
17. Cowfish shall have the right to stop distribution of milk cartons in the event that client does not honour payment terms or otherwise breaches these terms and conditions.
18. 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 this 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.
19. Cowfish cannot refuse bookings from competing products or services to those of client, made by third parties.
20. 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.
21. Cowfish may be contacted on info@cowfish.com.mt or +356 79770765.
22. These terms and conditions have been drawn up in February 2020 and unless modified shall remain in full force and effect throughout the provision of the service. © Cowfish Milk Cartons T&Cs v.2 February 2020.

