DAILY FLOWERS INDIA PVT. LTD.

Daily Flowers B2B Customer / Commercial Services Agreement

Version 1.0.0 Status: Draft Effective: Not yet in force

Applies to: Business customers — hotels, restaurants, offices, venues, event companies and other commercial accounts buying on account

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This Agreement is a master agreement. It governs every supply by Daily Flowers to a business customer on account: standing (recurring) requirements, individual call-off orders and quotation-based orders such as events. It is supplemented by an Account Schedule setting out the customer's agreed commercial terms.

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1. Parties

1.1 Daily Flowers India Pvt. Ltd. is a company incorporated under the Companies Act, 2013, with its registered office at [REGISTERED OFFICE ADDRESS] (CIN [CIN]). It operates the platform at https://dailyflowersai.com ("**Daily Flowers**").

1.2 The business entity named in the Account Schedule is the "**Customer**". It may be a company, LLP, firm, proprietorship, trust, society or government body. It acts through the authorised representative who accepts this Agreement.

1.3 Daily Flowers and the Customer are each a "**Party**".

2. Definitions and interpretation

2.1 In this Agreement:

- "**Account**" means the Customer's business account with Daily Flowers.
- "**Account Schedule**" means Schedule 1, as agreed for the Customer and updated under Article 25.
- "**Authorised Contact**" means an individual the Customer has nominated for its Account in one of the roles in clause 4.2.
- "**Call-Off Order**" means an individual order placed by the Customer against the Account for delivery to a Site on a date and Slot.

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- "**Credit Limit**" means the maximum outstanding exposure permitted on the Account, as stated in the Account Schedule.
- "**Exposure**" means all invoiced amounts not yet paid, plus the value of confirmed Orders not yet invoiced (excluding cancelled Orders).
- "**Order**" means a Call-Off Order, a Standing Requirement occurrence or an order created from an accepted Quotation.
- "**Products**" means fresh flowers, arrangements, décor items and any other goods or services that Daily Flowers agrees to supply. Food or gift items are included only where the Account Schedule or an accepted Quotation includes them.
- "**Quotation**" means a written offer by Daily Flowers stating products, quantities, indicative prices and a validity date.
- "**Rate Card**" means the agreed prices for the Account, set out in or referred to in the Account Schedule.
- "**Site**" means a delivery location registered to the Account.
- "**Site Acknowledgement**" means the confirmation of delivery at a Site described in clause 9.3.
- "**Slot**" means a delivery date and time window offered by Daily Flowers.
- "**Standing Requirement**" means a recurring supply arrangement (for example, weekly lobby arrangements) from which individual Orders are generated automatically.
- "**Term**" means the period stated in the Account Schedule, as renewed under Article 23.

2.2 "Including" means "including without limitation". If documents conflict, they apply in this order of priority:

1. the Account Schedule;
2. an accepted Quotation, for the Order it covers;
3. the body of this Agreement; and
4. any other Schedule.

The Customer's purchase order terms do not apply, even if a purchase order number is quoted on an invoice for reference.

3. Scope

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3.1 Daily Flowers will supply Products to the Customer's Sites on the terms of this Agreement. It may do so directly from its hubs or through its network of fulfilment partners and delivery partners. Daily Flowers remains the Customer's contracting party and invoicing party for every Order under this Agreement, whoever performs the preparation or delivery.

3.2 This Agreement does not oblige the Customer to buy any minimum quantity, and does not oblige Daily Flowers to accept any particular Order. The only exceptions are a commitment stated in the Account Schedule or in an accepted Quotation.

3.3 This Agreement is not exclusive unless the Account Schedule says otherwise.

4. Account set-up and authorised contacts

4.1 Verification. Before activating the Account, Daily Flowers will verify the Customer's legal name, PAN, GSTIN (where registered), billing address and authorised signatory. The Customer must provide the documents listed in Schedule 3 and keep them current.

4.2 Roles. The Customer nominates Authorised Contacts for its Account in one or more of these roles:

- **Orderer** — may place, change and cancel Orders;
- **Approver** — may approve Orders above any value threshold set in the Account Schedule, and may accept Quotations;
- **Accounts payable** — receives invoices and statements and handles payment queries;
- **Site contact** — receives deliveries and gives Site Acknowledgements at a Site; and
- **Account administrator** — may request changes to Sites and Authorised Contacts.

4.3 Authority. Any action taken through the Account by an Authorised Contact, within that contact's role, binds the Customer. Actions confirmed through the one-time password sent to the contact's registered mobile number are included. The Customer must tell Daily Flowers promptly when a person leaves or a role changes. Until it does, Daily Flowers may rely on the existing nomination.

4.4 Sites. Each Site is registered with its address, access instructions, receiving hours and site contact. Daily Flowers may decline a Site outside its delivery zones, or propose a separate delivery charge for it.

4.5 Account security. The Customer is responsible for keeping login credentials confidential within its organisation. It must report any suspected unauthorised use immediately.

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5. Standing Requirements (recurring supply)

5.1 Set-up. A Standing Requirement records, for a Site, the Products, quantities, delivery days, Slot and start date (and end date, if any). The Parties agree it in writing, which may be done through the Account.

5.2 Generation of Orders. Daily Flowers generates an individual Order for each scheduled delivery date, within the planning horizon stated in the Account Schedule. Each generated Order is a separate supply for delivery, invoicing and claims.

5.3 Changes, skips and pauses. The Customer may change quantities, skip a delivery, pause or resume a Standing Requirement through the Account or by written notice. To be free of charge, the change must be made before the change cut-off stated in the Account Schedule. A change made after the cut-off is treated as a cancellation under Article 11.

5.4 Seasonal substitution. Fresh flowers are natural products, and their availability varies by season, weather and market supply. Where a specified flower is unavailable, Daily Flowers may substitute a flower of similar style, colour and value. It will do so only within the substitution rules in the Account Schedule, and will inform the site contact. Where the Account Schedule requires consent for substitutions, Daily Flowers will seek it before dispatch.

5.5 Ending a Standing Requirement. Either Party may end a Standing Requirement on the notice stated in the Account Schedule. Orders already generated before the cut-off for their delivery date remain payable, unless they are cancelled under Article 11.

6. Call-Off Orders

6.1 Placing Orders. An Orderer may place a Call-Off Order through the Account or by any other channel stated in the Account Schedule. Each Order must specify the Site, delivery date, Slot, Products and quantities.

6.2 Cut-off. An Order must be placed before the order cut-off time for the chosen delivery date. Daily Flowers shows the cut-off when the Order is placed.

6.3 Confirmation. An Order is binding only when Daily Flowers confirms it. Daily Flowers may decline an Order in any of these cases:

- the Account is not active;

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- the delivery date falls after the end of the Term;
- the Order would exceed the Credit Limit, as described in clause 13.3;
- the Products are unavailable; or
- the Site or Slot cannot be served.

6.4 Partial fulfilment. If only part of an Order can be supplied, Daily Flowers will follow the partial-fulfilment preference stated in the Account Schedule: either supply the available part and invoice only what is delivered, or seek the Customer's consent first.

7. Quotations and their acceptance

7.1 Nature of a Quotation. A Quotation is an offer for the Products, quantities and Site it describes. It is valid until the date stated on it and then lapses automatically.

7.2 Pricing basis. Unless a Quotation expressly states "fixed price", its prices are an estimate based on the Rate Card or catalogue prices on the date it is issued. The Order created from it is priced when the Order is confirmed, at the Rate Card or catalogue prices then applicable. If the confirmed price is higher than the Quotation, Daily Flowers will tell the Customer before confirming. The Customer may then withdraw the acceptance without charge.

7.3 Acceptance. The Customer accepts a Quotation by written confirmation from an Approver before it lapses. This may be given through the Account, by email or by any other channel Daily Flowers records. Daily Flowers then converts the accepted Quotation into an Order for a specific Site, delivery date and Slot, subject to clause 6.3.

7.4 Event and bespoke Orders. For events, installations and bespoke work, the Quotation will state:

- any advance payment;
- the dates by which designs, quantities and access details must be finalised; and
- the cancellation and advance-forfeiture terms that apply.

Perishable stock is often bought specifically for an event and cannot be re-used, so these terms are fixed when the Quotation is accepted.

8. Pricing and Rate Cards

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8.1 Agreed rates. The Rate Card sets the prices for Products supplied to the Account during the Term. Products not on the Rate Card are charged at Daily Flowers' prevailing catalogue price, less any discount stated in the Account Schedule.

8.2 Delivery charges. Delivery charges are payable per Order according to the delivery zone of the Site, unless the Account Schedule states otherwise.

8.3 Price reviews. Fresh-flower prices can move sharply with season and festival demand. The Account Schedule may provide for:

- periodic review of the Rate Card; or
- a seasonal or festival adjustment mechanism, with advance notice.

Any change applies only to Orders confirmed after the change takes effect. Orders generated under a Standing Requirement follow the Rate Card in force on the date the Order is generated.

8.4 Expiry of rates. Agreed rates apply only during the Term. If the Term expires without renewal, the Account is paused and the Rate Card lapses. Any Order after that time needs a renewal or new rates to be agreed.

8.5 Taxes. Prices are exclusive of GST and other applicable taxes, which are charged at the rates in force on the date of supply.

9. Delivery and proof of delivery

9.1 Delivery. Daily Flowers will deliver each confirmed Order to the Site within the chosen Slot. Where Daily Flowers expects to miss a Slot, it will tell the site contact promptly.

9.2 Site access. The Customer must give safe and timely access to the Site during the Slot, and must have a person available to receive the delivery. It must also provide any gate passes, service-lift access or security clearances needed.

9.3 Proof of delivery. Delivery to a Site is proved by any one of the following:

- a Site Acknowledgement, meaning the name of the Customer's representative who received the delivery together with a photograph of the delivered Products at the Site, recorded by the delivery partner at the time of delivery;
- the recipient's one-time password; or
- a signature.

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The Account Schedule states which method applies to each Site.

9.4 Effect of proof. Proof of delivery recorded under clause 9.3 is evidence that the Order was delivered in the quantity shown and in apparently good condition. This is subject only to a claim made under Article 10.

9.5 Failed delivery. Daily Flowers will contact the site contact and, where practicable, reattempt the same day in either of these cases:

- the Site is closed; or
- no one is available to receive the delivery during the Slot.

If delivery still cannot be completed for a reason attributable to the Customer, the Order is chargeable as stated in the Account Schedule, because perishable Products generally cannot be resold.

9.6 Title and risk. Risk in the Products passes to the Customer on delivery. Title passes on delivery, or on payment if the Account Schedule so provides.

10. Quality standards and claims

10.1 Standard. Daily Flowers will supply Products that are fresh, of the grade and specification agreed in the Rate Card or Quotation, and fit for decorative use. Natural products vary, and minor variation in colour, size, bloom stage or form within the agreed grade is not a defect.

10.2 Claims window. The Customer must notify any shortage, wrong item, damage or quality defect within the claims window stated in the Account Schedule, measured from delivery. The claim is made through the Account or to the Daily Flowers account contact. It must give the Order reference and describe the issue, and should include photographs of the Products as delivered.

10.3 Review. Daily Flowers will review each claim against the delivery evidence and may ask to inspect the Products or for more photographs. It will respond within the period stated in Schedule 2.

10.4 Remedies. Where a claim is upheld, Daily Flowers will, at the Customer's reasonable choice where practicable, do one of the following:

- replace the affected Products (within the Slot or as soon as practicable);
- issue a credit note against the Account; or
- refund the price of the affected Products.

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10.5 Late claims. A claim made after the claims window will still be considered in good faith, but Daily Flowers is not obliged to grant a remedy for it. Nothing in this Article limits any right the Customer has under Applicable Law that cannot be excluded.

11. Cancellations and changes

11.1 Before preparation. The Customer may cancel or change an Order free of charge up to the change cut-off stated in the Account Schedule. Before that point, flowers have not yet been allocated or prepared for the Order.

11.2 After preparation or dispatch. A cancellation or change after the cut-off is subject to the stage-based cancellation charges stated in the Account Schedule. These charges reflect whether flowers have been allocated, prepared or dispatched.

11.3 Events. Event and bespoke Orders follow the cancellation terms in their Quotation under clause 7.4.

11.4 Cancellation by Daily Flowers. If Daily Flowers cancels a confirmed Order for a reason not attributable to the Customer, no charge is payable for that Order. Any advance paid for it will be refunded, or credited if the Customer prefers. Daily Flowers will also use reasonable efforts to propose an alternative.

12. Invoicing

12.1 Consolidated invoices. Daily Flowers will issue a consolidated tax invoice for each invoicing period stated in the Account Schedule. The invoice covers all Orders delivered in that period and not previously invoiced. Each line identifies the delivery date, Site, Order reference, Product and delivery charge.

12.2 GST compliance. Each invoice will contain the particulars required by section 31 of the Central Goods and Services Tax Act, 2017 and rule 46 of the Central Goods and Services Tax Rules, 2017. These include the Customer's GSTIN where provided, the place of supply, the HSN or SAC for each supply and the tax charged. Where Daily Flowers is required to issue electronic invoices, each invoice will carry an Invoice Reference Number and QR code. Daily Flowers will report its invoices in its GST returns within the time allowed by law, so that the Customer can claim input tax credit where eligible.

12.3 Accuracy of Customer details. The Customer must ensure that its GSTIN, legal name, billing address and place-of-supply details are correct. It must notify Daily Flowers of any error within the period stated in Schedule 2, so that the invoice can be corrected within the time the law allows.

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12.4 Credit notes. Any credit agreed under Article 10 or 11 is issued as a credit note under section 34 of the Central Goods and Services Tax Act, 2017, referencing the original invoice. A closed invoice is never altered.

12.5 Delivery of invoices. Invoices and statements are sent to the accounts payable contact by email and are also available in the Account.

13. Credit terms and Credit Limit

13.1 Credit. Where the Account Schedule grants credit, invoices are payable within the credit period stated there, counted from the invoice date. Where no credit is granted, Orders must be paid in advance or at the time of ordering, as the Account Schedule states.

13.2 Credit Limit. Daily Flowers may set a Credit Limit and may review it from time to time with written notice. A reduction does not affect Orders already confirmed.

13.3 Orders beyond the Credit Limit. If a new Order would take Exposure above the Credit Limit, Daily Flowers will apply the response stated in the Account Schedule. It will tell the Customer the reason, and the response will be one of the following:

- accept the Order and notify the Customer;
- hold the Order pending approval by Daily Flowers management; or
- decline the Order until payment brings Exposure within the Credit Limit.

13.4 Security. Daily Flowers may ask for a security deposit, advance or other security as a condition of credit, where the Account Schedule provides for it.

13.5 Credit information. The Customer authorises Daily Flowers to carry out reasonable credit checks, using information the Customer provides or that is publicly available, for the purpose of setting and reviewing credit.

14. Payment

14.1 Method. Payment is made by bank transfer (NEFT, RTGS or IMPS) to the account on the invoice, or by any other method stated in the Account Schedule. The Customer should quote the invoice number and send a remittance advice to the Daily Flowers accounts contact.

14.2 Allocation. Payments are allocated to the invoices the Customer identifies. Unidentified payments are allocated to the oldest outstanding invoices.

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14.3 Tax deducted at source. Where the Customer is required by law to deduct tax at source from a payment, it must:

- deduct at the correct rate;
- deposit the tax on time;
- file the related statement; and
- provide the certificate within the time required by law.

An amount deducted but not reflected in Daily Flowers' tax credit statement remains payable until it is reflected.

14.4 Disputed invoices. If the Customer disputes any part of an invoice in good faith, it must notify Daily Flowers in writing, with reasons, before the due date. It must also pay the undisputed part on time. The Parties will try to resolve the dispute within the period stated in Schedule 2.

14.5 Late payment. Overdue amounts carry interest at the rate stated in the Account Schedule, from the due date until payment. Where Daily Flowers is a micro or small enterprise registered under the Micro, Small and Medium Enterprises Development Act, 2006, sections 15 and 16 of that Act apply to payments due to it, and those sections override any longer credit period or lower interest rate in this Agreement.

14.6 Overdue accounts. If an invoice remains overdue, Daily Flowers will send a reminder to the accounts payable contact. If it remains unpaid after the further period stated in the Account Schedule, Daily Flowers may, after giving written notice, suspend new Orders under clause 24.2. Orders already confirmed before the notice are not affected unless the Account Schedule says otherwise.

15. Customer obligations

The Customer must:

1. keep its Account details, Sites and Authorised Contacts accurate;
2. place Orders and changes within the cut-offs;
3. give Site access and receive deliveries as described in Article 9;
4. care for delivered Products according to any care instructions provided, since the life of fresh flowers depends on water, temperature and handling after delivery;
5. pay invoices when due; and

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6. not resell Products supplied at Rate Card prices as a standalone florist business without Daily Flowers' consent. Use in the Customer's own premises, events or hospitality services is permitted.

16. Confidentiality

16.1 Each Party must keep confidential the other's non-public information received under this Agreement, including Rate Cards, Quotations, volumes, event details, guest or occupant information, and business plans. It must use that information only to perform this Agreement.

16.2 Disclosure is permitted:

- to employees, group companies, fulfilment and delivery partners and professional advisers who need to know it and are bound by confidentiality;
- where the law, a court or a regulator requires it; or
- where the information is already public through no fault of the recipient.

16.3 These obligations continue for the period stated in the Account Schedule after this Agreement ends. Personal data remains protected under Article 17 for as long as it is held.

17. Data protection

17.1 Contact data. Daily Flowers processes the personal data of the Customer's Authorised Contacts and site staff to manage the Account, process Orders, deliver, invoice and communicate by SMS, WhatsApp and email. For this processing, Daily Flowers is a data fiduciary under the Digital Personal Data Protection Act, 2023. Its privacy policy at https://dailyflowersai.com explains how the data is used and the rights available. The Customer confirms that it has informed its nominated individuals that their details will be shared with Daily Flowers for these purposes.

17.2 Guest and recipient data. Where the Customer shares personal data of its guests, employees or event attendees (for example, names for personalised arrangements or recipient details), the Customer is responsible for having a lawful basis to share it. Daily Flowers will use that data only to fulfil the Order concerned, and only its fulfilment and delivery partners who need the data will receive it.

17.3 Security and breaches. Daily Flowers maintains reasonable security safeguards. It will notify the Customer without undue delay of any personal data breach affecting data the Customer provided, and will notify the Data Protection Board and affected individuals where the law requires.

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17.4 Data location. Customer data is processed in India on Daily Flowers' systems.

18. Intellectual property and publicity

18.1 Each Party keeps its own trademarks, designs and other intellectual property. Arrangement designs, photographs and creative concepts prepared by Daily Flowers remain its property. The Customer may use photographs of delivered arrangements for its own internal and promotional use without charge.

18.2 Neither Party may use the other's name, logo or premises in publicity, case studies or client lists without the other's prior written consent.

18.3 Where the Customer supplies its own logo or brand material for branded arrangements, it confirms that it is entitled to do so. It grants Daily Flowers a licence to use that material only for the Orders concerned.

19. Warranties

19.1 Each Party represents that it is validly constituted, has authority to enter into this Agreement, and that its authorised representative is empowered to accept it.

19.2 Daily Flowers warrants that the Products will conform to Article 10.1, and that it holds the registrations required by law to supply them. Where food products are supplied, this includes the registrations of the food business operator.

19.3 The Customer warrants that the information it provides for credit and invoicing is accurate.

20. Compliance

Each Party will comply with Applicable Law in performing this Agreement, including anti-bribery law. Neither Party will offer or accept any gift, commission or benefit intended to improperly influence the award or performance of Orders. Each Party will report any such request to the other.

21. Liability

21.1 Direct loss only. Subject to Applicable Law, neither Party is liable for indirect or consequential loss, or for loss of profit, revenue, business or goodwill. This includes loss arising from an event, function or guest experience.

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21.2 Cap. Subject to Applicable Law, Daily Flowers' total liability for any Order is limited to the price of that Order. Its total aggregate liability under this Agreement in any contract year is limited to the amount stated in the Account Schedule.

21.3 Exclusions. Nothing in this Agreement limits or excludes liability for any of the following:

- death or personal injury caused by negligence;
- fraud;
- wilful misconduct;
- the Customer's obligation to pay for Products supplied; or
- any liability that cannot be limited under Applicable Law.

21.4 Indemnity. Each Party will indemnify the other against third-party claims arising from its breach of Article 16 or 17, or from its infringement of the other's intellectual property.

22. Force majeure

Neither Party is liable for delay or failure caused by events beyond its reasonable control. Examples are extreme weather, crop failure, disruption of wholesale flower markets or transport, epidemics, government restrictions, strikes affecting the public, and failures of utilities or networks. Daily Flowers will tell the Customer promptly and offer substitute Products or dates where possible. The Customer is not required to pay for Orders not supplied because of force majeure. Force majeure does not excuse payment for Products already delivered.

23. Term and renewal

23.1 This Agreement starts on the date the Account is activated and continues for the Term stated in the Account Schedule.

23.2 The Parties may renew or extend the Term by written agreement before it expires. The Rate Card must be re-confirmed on renewal. Daily Flowers will remind the Customer before the Term expires.

23.3 If the Term expires without renewal, the following apply:

- no new Orders are accepted for delivery dates after expiry;
- Standing Requirements stop generating Orders;
- the Rate Card lapses; and

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- this Agreement continues only for Orders already delivered and amounts due.

24. Suspension and termination

24.1 Termination for convenience. Either Party may terminate this Agreement by giving the written notice stated in the Account Schedule.

24.2 Suspension. Daily Flowers may suspend acceptance of new Orders after written notice in any of these cases:

- any invoice remains overdue beyond the period in clause 14.6;
- Exposure exceeds the Credit Limit and is not reduced after notice; or
- the Customer is in material breach.

Suspension ends when the cause is remedied.

24.3 Termination for cause. Either Party may terminate this Agreement by written notice if the other:

- commits a material breach that is not remedied within the cure period stated in the Account Schedule after written notice; or
- becomes insolvent, enters liquidation or a resolution process, or ceases to carry on business, to the extent the law permits termination in that case.

24.4 Consequences. On termination:

- all unpaid invoices become due on their original due dates, or immediately where the termination is for the Customer's non-payment;
- confirmed Orders are either delivered and paid for, or cancelled under Article 11, as the Parties agree; and
- each Party returns or deletes the other's confidential information, except as the law requires it to keep.

Articles 14, 16, 17, 21, 26 and 27 survive termination.

25. Amendment and new versions

25.1 The Account Schedule may be updated by written agreement, including through the Account with an Approver's confirmation.

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25.2 Daily Flowers may publish a new version of this master Agreement. It will give the Customer written notice of the changes at least the period stated in the Account Schedule before they take effect. If the Customer does not accept a material change, it may terminate under clause 24.1 before the change takes effect, and the earlier version continues to apply until termination. Orders confirmed before a new version takes effect remain governed by the version then in force. Daily Flowers records which version was accepted, when, and by whom.

26. Governing law and disputes

26.1 This Agreement is governed by the laws of India.

26.2 The Parties' account managers will first try to resolve any dispute, followed by senior representatives within the period stated in Schedule 2.

26.3 Unresolved disputes will be referred to arbitration under the Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed by agreement or as that Act provides. The seat is [TO BE CONFIRMED — e.g. arbitration seated at Bengaluru] and the language is English. Subject to this clause, the courts at the seat have exclusive jurisdiction.

26.4 Nothing prevents either Party from seeking urgent interim relief from a court, or Daily Flowers from pursuing any statutory remedy for recovery of undisputed dues. Where applicable, this includes a reference to the Micro and Small Enterprises Facilitation Council.

27. General

27.1 Notices. Operational notices may be given through the Account, by email to the relevant Authorised Contact, or by SMS or WhatsApp. Legal notices must be sent by email and in writing, to support@dailyflowersai.com and Daily Flowers' registered office, or to the Customer's registered address in the Account Schedule.

27.2 Assignment. Neither Party may assign this Agreement without the other's consent. The only exception is that Daily Flowers may assign it to a group company or a successor to its business on notice. Daily Flowers may use its fulfilment and delivery partners to perform Orders under clause 3.1, and remains responsible to the Customer for them.

27.3 Entire agreement. This Agreement, the Account Schedule and accepted Quotations form the entire agreement on their subject and replace earlier understandings about it.

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27.4 Severability and waiver. An invalid provision is replaced by the valid provision closest to the Parties' intention, and the rest of the Agreement continues. A failure or delay in exercising a right is not a waiver of it.

27.5 Independent parties. The Parties are independent contractors.

27.6 Electronic acceptance. This Agreement and the Account Schedule may be accepted electronically by the Customer's authorised representative, after authentication by a one-time password or another method Daily Flowers provides. They then form a valid contract under section 10A of the Information Technology Act, 2000. Either Party may also ask for a signed copy.

Schedule 1 — Account Schedule (commercial terms)

Completed and agreed for each Customer. No value below has been approved by management.

Term	Agreed position
Customer legal name, constitution, PAN, GSTIN, registered and billing address	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Sites (address, receiving hours, site contact, proof-of-delivery method)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Authorised Contacts and roles; order value requiring Approver	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Term (start and end dates)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Products in scope (including any food or gift items)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Rate Card and any catalogue discount	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Rate review and seasonal/festival adjustment mechanism, with notice	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Delivery charges by zone	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Standing Requirement planning horizon	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

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Change cut-off for Orders and Standing Requirement occurrences	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Notice to end a Standing Requirement	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Substitution rules and consent requirement	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Partial-fulfilment preference	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Stage-based cancellation charges after cut-off	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Charge for failed delivery attributable to the Customer	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Quality claims window	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Invoicing period (consolidation)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Credit granted (yes / advance payment) and credit period	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Credit Limit	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Response when an Order exceeds the Credit Limit (accept and notify / hold for approval / decline)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Security deposit or advance	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Late-payment interest rate	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Overdue period before suspension notice	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Title passes on delivery or on payment	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Aggregate annual liability cap	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Notice to terminate for convenience; cure period for breach	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Notice of changes to the master Agreement	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Confidentiality survival period	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

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Exclusivity (if any)	Non-exclusive unless stated: [TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

Schedule 2 — Service levels

Service element	Standard
Order confirmation after placement	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Delivery within the chosen Slot (target rate)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Notice of a likely missed Slot	As soon as foreseeable
Response to a quality claim	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Replacement delivery after an upheld claim	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Quotation turnaround for events	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Notice of invoice detail errors by the Customer	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Resolution of disputed invoices	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Escalation to senior representatives	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Account review meetings	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

Schedule 3 — Account documents checklist

Document	Required
Certificate of incorporation / registration or partnership deed	Yes
PAN of the entity	Yes
GST registration certificate (each state of delivery, where registered)	Where registered
Proof of billing and registered address	Yes

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Authority of the representative accepting this Agreement (board resolution, authority letter or equivalent)	Yes
List of Sites and Authorised Contacts	Yes
TDS applicability declaration	Where applicable
Credit information or financial statements (for credit Accounts)	Where credit is requested
Purchase order or vendor-registration requirements of the Customer	Where applicable

Annexure — Legal basis and review notes

Instrument	Provisions	Relevance
Indian Contract Act, 1872	ss. 2–10, 73–74	Offer, acceptance and consideration; damages and forfeiture
Sale of Goods Act, 1930	ss. 18–26, 41–42	Passing of property and risk; examination and acceptance
Central Goods and Services Tax Act, 2017 and CGST Rules, 2017	ss. 12, 16, 31, 34; rules 46, 48(4)	Time of supply, input tax credit, tax invoices, credit notes, e-invoicing
Notification No. 10/2023-Central Tax	—	E-invoicing for aggregate turnover above Rs. 5 crore (from 1 August 2023)
Income-tax Act, 2025 (in force 1 April 2026)	s. 393	Tax deduction at source by the Customer, where applicable
Micro, Small and Medium Enterprises Development Act, 2006	ss. 15, 16, 18	Maximum credit period, compound interest, Facilitation Council
Digital Personal Data Protection Act, 2023 and DPDP Rules, 2025	ss. 4–8	Processing of contact and guest data; safeguards; breach notice

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Information Technology Act, 2000	s. 10A	Electronic contract formation
Arbitration and Conciliation Act, 1996	ss. 7, 11, 20	Arbitration and seat
Consumer Protection Act, 2019	s. 2(7)	Whether a business buyer for its own use is a "consumer"

Open review points:

1. The principal (inventory) supply model for B2B, versus marketplace supply.
2. Whether periodic consolidated invoicing meets the invoice-timing rules for goods (OD-029).
3. Credit terms and the response to limit breaches (OD-013).
4. Automatic suspension triggers (OD-063).
5. Partial fulfilment consent (OD-039).
6. Event cancellation and forfeiture (OD-030).
7. Daily Flowers' MSME status and its effect on payment terms and disputes.
8. TDS applicability.
9. Data-fiduciary versus processor role for guest data.
10. The liability cap for events.
11. Arbitration seat and stamp duty.
12. All values in Schedules 1 and 2 await management approval.

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