DAILY FLOWERS INDIA PVT. LTD.

Daily Flowers Delivery / Shipping Policy

Version 1.0.0 Status: Draft Effective: Not yet in force

Applies to: Customers and gift recipients — anyone ordering, or receiving, a delivery arranged through the Daily Flowers platform

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Part 1 — About this Policy

1.1 Who we are

This Delivery / Shipping Policy is issued by Daily Flowers India Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at [REGISTERED OFFICE ADDRESS] (CIN [CIN]) ("**Daily Flowers**", "**we**", "**us**", "**our**"), which operates https://dailyflowersai.com and associated channels (the "**Platform**").

1.2 Two ways your order reaches you

The Platform uses two delivery models, and your order details show which applies to each item:

1. **Local delivery** — fresh flowers, plants, cakes and freshly made food are delivered by hand, on a chosen date and delivery slot, from a Daily Flowers hub or from an approved local partner, by our delivery team or by an approved delivery partner. Local delivery is currently available in **Bengaluru** within the serviceable pincodes described in Part 2.
2. **Courier shipping** — gifts sold by independent Marketplace Sellers are packed and shipped by the seller, by courier, to addresses **anywhere in India** that the courier serves, with a tracking reference.

An Order that contains both kinds of item may arrive in more than one delivery.

1.3 Relationship with other documents

This Policy forms part of the Customer Terms & Conditions and should be read with the Cancellation Policy, Refund Policy, Replacement Policy and (for subscribers) Subscription Terms. It does not reduce any right you have under the Consumer Protection Act, 2019 or the Consumer Protection (E-Commerce) Rules, 2020.

1.4 Responsibility for delivery

Whoever physically carries your order — our own team, an individual delivery partner, a delivery company or a courier chosen by a Marketplace Seller — **Daily Flowers remains your point of contact for delivery problems** and will resolve them with you under this Policy.

Part 2 — Where we deliver

2.1 Local delivery area

Local delivery is available to the pincodes shown as serviceable by the availability check on our home page and at checkout. Serviceable areas are organised into delivery zones, each served from a hub. We add and remove pincodes from time to time according to our ability to deliver reliably. If your pincode is not serviceable, you will be told before you pay; we will not accept payment for a local delivery to an address we cannot serve.

2.2 Courier shipping area

Marketplace gifts can be shipped to most pincodes in India. Where a courier does not serve a particular pincode, or a product cannot be shipped to it (for example because of its size or nature), you will be told at checkout.

2.3 Addresses outside India

We do not currently deliver or ship outside India.

Part 3 — Delivery dates, slots and cut-off times (local delivery)

3.1 Choosing a date and slot

At checkout you choose a delivery date and a delivery slot (a window of time on that date). Slots available for each zone and date are shown at checkout; a slot may be unavailable because it is fully booked or its cut-off has passed.

3.2 Cut-off times

Each delivery date and slot has an order **cut-off time**, shown at checkout before you pay. Orders placed before the cut-off are delivered on the chosen date; after the cut-off, that date or slot is no longer offered. The standard cut-off for next-day delivery is **[TO BE CONFIRMED BY MANAGEMENT]**, and the cut-off for each slot is

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displayed at checkout. Because fresh flowers are bought and prepared to order in batches for each slot, the cut-off also marks the point after which cancellation charges may apply (see the Cancellation Policy).

3.3 Next-day delivery

Our standard service is **next-day delivery** in the chosen slot.

3.4 Same-day and express delivery

Same-day, express or fixed-time delivery is offered **only where it is shown as available at checkout** for your address, product and time of ordering. Same-day availability depends on stock already on hand and delivery capacity, and may be limited to particular products. We do not promise same-day or express delivery unless you have selected and paid for it at checkout.

3.5 What a slot means

A delivery slot is the window within which we plan to deliver. Deliveries within a slot are routed in batches, so we cannot promise a specific time within the slot unless a fixed-time service was selected and paid for. If we expect to miss the slot, we will tell you and the recipient as soon as we know, with a revised estimated time.

3.6 Holidays and peak days

On public holidays, major festivals and peak occasions (for example Valentine's Day or Mother's Day), available slots, cut-off times and delivery charges may differ. Any difference is shown at checkout before you pay.

Part 4 — Courier shipping of marketplace gifts

4.1 Dispatch time

Each marketplace product page shows the seller's dispatch time — the number of days the seller needs to pack and hand the item to the courier — and an estimated delivery period. The estimate at checkout combines the dispatch time with the courier's typical transit time to your pincode.

4.2 Tracking

When the seller ships your item, we send you the courier's name and the tracking reference (and a tracking link where available) by message, and show them in your order details.

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4.3 Delivery by the courier

The courier delivers in accordance with its normal practice, which may include obtaining a signature, a one-time code, or a photograph at delivery. The courier's confirmation of delivery is recorded against your order. If the courier cannot deliver, it may reattempt or hold the parcel for collection in accordance with its practice, and we will tell you what the courier reports.

4.4 Parcels returned undelivered

If a parcel is returned to the seller undelivered:

1. where this was because of the seller, the courier or us, you receive a full refund, including shipping; and
2. where this was because the address or contact details supplied were incorrect or incomplete, or the recipient could not be contacted (or refused the parcel without a valid reason, subject to paragraph 8.5), you receive a refund of the item price and **[TO BE CONFIRMED BY MANAGEMENT — treatment of the original and return shipping charges]**, or, if you prefer, we will arrange a fresh shipment at the shipping charge shown to you.

4.5 Seller delays

If a seller does not ship within the dispatch time shown, we will tell you and you may cancel the item for a full refund at any time before it is shipped.

Part 5 — Delivery charges

5.1 Shown before you pay

Delivery and shipping charges depend on the product, the delivery zone or pincode, the date and slot, and the delivery service selected. The **total price, including every delivery, shipping, handling or convenience charge and applicable taxes, is shown at checkout before you pay**, with a break-up of each component. No delivery-related charge is added after you pay.

5.2 Separate charges for separate deliveries

Where an Order contains items delivered separately (for example, flowers delivered locally and a gift shipped by courier), the delivery charge for each is shown separately at checkout.

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5.3 Current charges

Delivery charges are set out on the Platform and are currently **[TO BE CONFIRMED BY MANAGEMENT]**, as displayed at checkout.

Part 6 — Your responsibilities

6.1 Accurate address and contact details

Please give a complete and accurate delivery address (including house or flat number, building, landmark and pincode) and a working mobile number for the recipient. The recipient's mobile number is used only to coordinate the delivery and, where applicable, to send the delivery confirmation code.

6.2 Access

Please make sure the delivery can be accepted during the chosen slot — for example, by telling us about security desks, gated communities, office reception hours or building access rules. For business sites, please tell us who is authorised to receive deliveries.

6.3 Surprise gifts

If you are sending a surprise, you can ask us not to contact the recipient before the delivery. Because a delivery confirmation code is sent to the recipient at the time of delivery, please make sure the recipient's number is correct.

6.4 Changes to address or recipient

You can change the address, recipient or slot free of charge before the cut-off time (subject to the new address being serviceable and the slot being available). Changes after the cut-off are possible only where operationally feasible and may be treated under the Cancellation Policy.

6.5 Consequences of incorrect details

If a delivery fails because the address or contact details you gave were incorrect or incomplete, the consequences in Part 7 apply. We will always try to contact you and the recipient first.

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Part 7 — Handover and proof of delivery

7.1 Delivery confirmation code

For most local deliveries to homes, the handover is confirmed by a **one-time code** sent by SMS or WhatsApp to the recipient's mobile number when the delivery partner arrives. The recipient shares the code with the delivery partner to confirm receipt. Please do not share the code with anyone until the delivery is in hand. Delivery partners are not permitted to ask for the code before handover.

7.2 Other forms of proof

Where the recipient cannot receive or share the code, or the delivery is to a business site, delivery may instead be confirmed by:

1. a **photograph** of the handover or of the item left in an agreed safe place — for example, at a reception desk, security desk or with a neighbour, where you or the recipient have agreed to this;
2. the **name and signature** of the person who received the item; or
3. a **site acknowledgement** — for business sites, the name of the authorised receiver together with a photograph.

Photographs taken as proof of delivery are used only to confirm the delivery and to resolve disputes about it, and are handled in accordance with our Privacy Policy.

7.3 Delivery to a third party

If you or the recipient ask us to leave an item with a neighbour, a reception or security desk, or another person, delivery to that person is delivery to the recipient.

7.4 When delivery is complete

Delivery is complete when the item is handed over and confirmed in one of the ways in paragraphs 7.1 to 7.3, or, for courier shipments, when the courier confirms delivery. We send you a confirmation message when a delivery is completed.

Part 8 — Delays, failed deliveries and reattempts

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8.1 Delays

If we expect a local delivery to be late, we will tell you (and, unless you asked us not to, the recipient) with a revised estimated time. If the delivery is completed after the chosen slot, you may report it under the Replacement Policy, and the remedies there apply. Where the delivery is completed after the delivery date (other than because of a force majeure event or a failure described in paragraph 8.3), you are entitled to a full refund if you do not want to keep the item or accept another remedy.

8.2 Failed delivery attempt

A delivery attempt fails if the item cannot be handed over — for example because the recipient is unavailable or unreachable, the address is wrong or cannot be found, the site is closed, or the recipient refuses the delivery. When an attempt fails, we tell you straight away, with the reason, and try to agree the next step with you or the recipient.

8.3 Same-day reattempts for fresh products

Fresh flowers and fresh food do not survive being held for days, so **reattempts for local deliveries are made on the same day**, up to a total of **[TO BE CONFIRMED BY MANAGEMENT]** attempts, where the recipient can be reached and the item is still in good condition. We do not hold fresh items for reattempt on a later date unless we agree a redelivery under paragraph 8.4.

8.4 After the final attempt

If all attempts on the delivery date fail, the item is returned to the hub or partner. What happens next depends on the reason:

Reason for failure	What you can choose
Our fault, or our delivery partner's (for example, a missed slot, rider error, damage in transit)	A full refund, or redelivery (or a fresh replacement) on a new date at no charge

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The address or recipient details supplied were incorrect or incomplete, or the recipient was unavailable or unreachable (for refusals, see paragraph 8.5)	Redelivery on a new date, at a delivery charge of **[TO BE CONFIRMED BY MANAGEMENT]** (with fresh preparation where the original flowers are no longer suitable, at **[TO BE CONFIRMED BY MANAGEMENT]**); or a refund of the amount paid less the charge that applies to a dispatched order under the Cancellation Policy
Force majeure (Part 9)	Redelivery on a new date at no charge, or a full refund

We will not dispatch a redelivery of flowers that are no longer in a fit condition; if a redelivery requires fresh flowers, they are freshly prepared.

8.5 Recipient refuses a gift

If the recipient refuses a gift, we will tell you. Because the item was delivered to the address and person you chose, a refusal without a valid reason (such as damage or a wrong item) is treated as **[TO BE CONFIRMED BY MANAGEMENT — (a) borne by Daily Flowers; (b) a customer-side failure under paragraph 8.4; or (c) a partial refund]**. A refusal because the item is damaged, wrong or not as ordered is never treated as a customer-side failure.

Part 9 — Events beyond our control

We are not responsible for a delay or failure to deliver caused by events beyond our reasonable control, such as extreme weather, floods, natural disasters, epidemics, riots, strikes, government orders, road closures, curfews, or a failure of a public utility or telecommunications network ("**force majeure**"). If such an event affects your delivery, we will tell you as soon as we can, and you may choose redelivery on a new date at no charge or a full refund of any delivery that cannot be completed. A force majeure event does not relieve us of the obligation to refund amounts paid for items that we do not deliver.

Part 10 — Date-critical and occasion orders

If your Order is for a specific occasion (for example, a birthday, anniversary, funeral or event), please mark it as date-critical at checkout or tell us when ordering. We prioritise date-critical Orders in preparation, delivery and

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— if something goes wrong — recovery. We cannot guarantee delivery at a specific time within a slot unless a fixed-time service was purchased, and we cannot guarantee a same-day replacement, but we will do everything reasonably possible to put things right on the day.

Part 11 — Deliveries to business sites

Scheduled or recurring deliveries to offices, hotels, venues and other business sites are made in accordance with the B2B agreement or order form, including agreed delivery windows, receiving contacts and proof requirements. Where the agreement is silent, this Policy applies.

Part 12 — Help, complaints and changes

12.1 Help

For help with a delivery, reply to your delivery messages, use the help option in your account or write to support@dailyflowersai.com.

12.2 Grievance Officer

If you are not satisfied, contact our Grievance Officer: **[NAME / DESIGNATION / CONTACT — TO BE CONFIRMED]**. Grievances are acknowledged within forty-eight hours and resolved within one month. See the Daily Flowers Grievance Redressal Policy. You may also contact the National Consumer Helpline or approach the appropriate Consumer Commission.

12.3 Changes

We may update this Policy, including by adding or removing serviceable areas. The version in force at the time of your Order applies to that Order.

Schedule — Values to be confirmed by management

Item	Paragraph	Value

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Standard next-day cut-off time, and per-slot cut-offs	3.2	[TO BE CONFIRMED BY MANAGEMENT] (OD-005)
Same-day / express service availability and conditions	3.4	[TO BE CONFIRMED BY MANAGEMENT] (OD-006)
Delivery and shipping charges	5.3	[TO BE CONFIRMED BY MANAGEMENT], as displayed at checkout
Maximum same-day delivery attempts	8.3	[TO BE CONFIRMED BY MANAGEMENT] (OD-040)
Redelivery charge where the customer is at fault	8.4	[TO BE CONFIRMED BY MANAGEMENT]
Charge for fresh re-preparation on redelivery where the customer is at fault	8.4	[TO BE CONFIRMED BY MANAGEMENT]
Treatment of shipping charges on parcels returned undelivered due to customer-side reasons	4.4	[TO BE CONFIRMED BY MANAGEMENT]
Treatment of a gift refused by the recipient without valid reason	8.5	[TO BE CONFIRMED BY MANAGEMENT] (OD-066)

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Annexure — Legal basis and review notes

A. Laws and instruments relied on

Instrument	Year	Provision	Relevance
Consumer Protection Act	2019	s.2(11) (deficiency in service); s.2(46) (unfair contract); s.2(47) (unfair trade practice)	Delivery obligations and fair charges

Consumer Protection (E-Commerce) Rules (G.S.R. 462(E))	2020	Rule 4(4)–(5) (grievance officer); Rule 4(8) (reciprocity of cancellation charges); Rule 5(3)(c) and 6(5)(h) (delivery and shipment information); Rule 6(3) and 7(4) (refund for late delivery from stated schedule, save force majeure); Rule 7(1)(e) (total price with break-up including delivery charges)	Delivery disclosures and late-delivery remedies
Guidelines for Prevention and Regulation of Dark Patterns	2023	Annexure 1 — drip pricing; false urgency	Delivery charges shown upfront; honest slot availability
Sale of Goods Act	1930	ss.23–26 (passing of property and risk)	Risk and title on delivery (Customer Terms clause 7.4)
Digital Personal Data Protection Act	2023	Notice and purpose limitation	Recipient data, delivery codes and photographic proof
Information Technology Act	2000	s.10A	Electronic records of delivery confirmation

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B. Open review points

1. **Stated delivery schedule** (legal requirement / open question): date vs slot.
2. **Reattempt and redelivery** (business decision OD-040 / OD-045): confirm attempts and charges; the live website currently states a placeholder number of attempts and a redelivery "at the standard delivery charge", which should be aligned once approved.
3. **Same-day delivery** (business decision OD-006): currently not offered by default; the Policy promises it only where shown at checkout.
4. **Courier return-to-origin charges** (business decision): confirm.

5. **Risk and title** (recommended protection): confirm the delivery-based rule in Customer Terms clause 7.4, especially for courier shipments.
6. **Recipient refusal** (business decision OD-066): confirm paragraph 8.5.
7. **Recipient privacy** (legal requirement): confirm recipient notice for delivery codes and photographs.
8. **Cash on delivery** (business decision OD-024): not offered; if enabled later, this Policy must be updated.

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