DAILY FLOWERS INDIA PVT. LTD.

Daily Flowers Food Partner Agreement (Cakes, Bakery, Cookies and Other Food)

Version 1.0.0 Status: Draft Effective: Not yet in force

Applies to: Food Partners — independent cake, bakery, cookie and other food businesses that sell food through the Daily Flowers platform under their own name and FSSAI licence or registration

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This Food Partner Agreement (the "**Agreement**") is made between the two parties described below. It consists of the main terms (Parts 1 to 21), the Schedules and the Annexure. It is accepted electronically by the Food Partner through the Daily Flowers partner onboarding process and takes effect on the date of that acceptance (the "**Effective Date**").

Daily Flowers India Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at [REGISTERED OFFICE ADDRESS] (CIN [CIN]), which operates the website https://dailyflowersai.com and associated mobile and messaging channels ("**Daily Flowers**", which expression includes its successors and permitted assigns); and

The Food Partner, being the person or entity whose legal name, constitution, registered or principal business address, PAN, GSTIN (where registered), and FSSAI licence or registration number are recorded in the Food Partner's approved onboarding application and confirmed in Schedule 1 (the "**Food Partner**", which expression includes its successors and permitted assigns).

Daily Flowers and the Food Partner are each a "**Party**" and together the "**Parties**".

Background

1. Daily Flowers operates a technology-enabled commerce platform through which customers buy fresh flowers, cakes, bakery items, cookies and other food, gifts and recurring services, and through which Daily Flowers coordinates payments, fulfilment, delivery, customer service, settlement and compliance.
2. The Food Partner is an independent food business operator within the meaning of the Food Safety and Standards Act, 2006. It prepares, manufactures, packs and/or sells food from its own premises, under its own name and under its own licence or registration issued under that Act.

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3. The Food Partner wishes to offer its food products to customers through the Daily Flowers platform, and Daily Flowers is willing to list those products, route orders to the Food Partner, collect customer payments and settle the Food Partner's proceeds, on the terms of this Agreement.
4. Food sold online is subject to specific legal requirements that fall on the food business operator that makes and sells the food and, separately, on the e-commerce platform through which it is sold. The Parties intend this Agreement to allocate each responsibility to the Party that controls it, and to record the averment of compliance that the food regulator expects a platform to obtain from each seller, without either Party purporting to escape any obligation that the law places on it.

Part 1 — Definitions and Interpretation

1.1 Definitions

In this Agreement:

- "**Applicable Law**" means every law, statute, ordinance, rule, regulation, direction, order, notification, guideline, licence condition and binding judgment in force in India from time to time that applies to a Party, the Food Products or the activities under this Agreement, including Food Law, the Consumer Protection Act, 2019, the E-Commerce Rules, the Legal Metrology Act, 2009 and the rules made under it, the Information Technology Act, 2000, Data Protection Law and tax law.
- "**Category Schedule**" means Schedule 3 (Cakes and Bakery), Schedule 4 (Cookies and Packaged Food) or Schedule 5 (Other Food), as applicable to a Food Product.
- "**Commercial Schedule**" means Schedule 1, as completed and agreed for the Food Partner and as amended from time to time under Part 20.
- "**Complaint**" means any complaint, grievance, query, review or report by a Customer, a recipient, a regulator or any other person concerning a Food Product, an Order or the Food Partner.
- "**Customer**" means a person who places an Order on the Platform, and includes, where the context requires, the person to whom the Order is to be delivered.
- "**Daily Flowers Delivery Network**" means Daily Flowers' own delivery staff and the independent delivery partners and delivery companies engaged by Daily Flowers under separate agreements to collect and deliver Orders.

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- "**Data Protection Law**" means the Digital Personal Data Protection Act, 2023, the rules made under it as they come into force, the Information Technology Act, 2000 and the rules made under it, and any other Applicable Law on personal data.
- "**E-Commerce Rules**" means the Consumer Protection (E-Commerce) Rules, 2020, as amended.
- "**Food Incident**" means any actual or reasonably suspected event in which a Food Product is or may be unsafe, contaminated, adulterated, sub-standard, misbranded, tampered with, mislabelled as to allergens or vegetarian status, stored or transported outside safe conditions, or linked to illness, injury or an allergic reaction, and includes any regulatory notice, sampling result, improvement notice, prohibition order or recall concerning a Food Product or the Food Partner's premises.
- "**Food Law**" means the Food Safety and Standards Act, 2006 (the "**FSS Act**") and all rules, regulations, orders, directions and guidance issued under it, including the Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations, 2011 (the "**Licensing Regulations**"), the Food Safety and Standards (Labelling and Display) Regulations, 2020 (the "**Labelling Regulations**"), the Food Safety and Standards (Packaging) Regulations, 2018 (the "**Packaging Regulations**"), the Food Safety and Standards (Food Recall Procedure) Regulations, 2017 (the "**Recall Regulations**") and the Food Safety and Standards (Food Products Standards and Food Additives) Regulations, 2011.
- "**Food Product**" means each cake, bakery item, cookie, confectionery, packaged food, beverage or other article of food that the Food Partner lists or sells on the Platform.
- "**FSSAI Credential**" means the registration certificate or licence (State or Central, as applicable) issued to the Food Partner under section 31 of the FSS Act and the Licensing Regulations for each premises from which Food Products are prepared, manufactured, packed, stored or dispatched.
- "**Gross Order Value**" means the total amount payable by a Customer for the Food Products in an Order, including applicable taxes and any delivery or other charges shown at checkout, before any discount funded by a Party.
- "**Listing**" means the page or entry on the Platform describing a Food Product, including its name, images, description, price, ingredients, allergens, vegetarian or non-vegetarian status, shelf life, storage instructions, customisation options and all other information about it.
- "**Made-to-Order Product**" means a Food Product that the Food Partner prepares after, and specifically for, an Order, including customised cakes.

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- "**Net Settlement Amount**" has the meaning in paragraph 12.2.
- "**Order**" means a confirmed order placed by a Customer on the Platform that includes one or more Food Products.
- "**Order Offer**" means an Order, or a part of an Order, routed by Daily Flowers to the Food Partner for acceptance.
- "**Packaged Food Product**" means a Food Product that is pre-packaged within the meaning of the Labelling Regulations and, where applicable, a pre-packaged commodity within the meaning of the Legal Metrology (Packaged Commodities) Rules, 2011.
- "**Partner Portal**" means the partner-facing screens, applications and communication channels made available by Daily Flowers through which the Food Partner manages Listings, receives and responds to Order Offers, marks Orders ready, views settlements and receives notices.
- "**Platform**" means the Daily Flowers website, mobile applications, messaging channels, Partner Portal and related technology operated by Daily Flowers.
- "**Platform Policies**" means the policies published by Daily Flowers from time to time that apply to Food Partners, including the Daily Flowers Food Safety & FSSAI Compliance Policy, the Daily Flowers Partner Compliance & Documentation Policy, the Daily Flowers Seller Code of Conduct, the Daily Flowers E-Commerce / Marketplace Seller Compliance Policy, and the customer-facing Cancellation, Refund, Replacement and Delivery / Shipping Policies.
- "**Preparation Window**" means the period, set in Schedule 2 or shown in the Order Offer, within which the Food Partner must have an accepted Order prepared, packed and Ready for Pickup.
- "**Ready for Pickup**" means the status, marked by the Food Partner in the Partner Portal, that an Order is fully prepared, packed, sealed and labelled in accordance with this Agreement and available for immediate collection.
- "**Recall**" means the removal of a Food Product from the market and from consumers, and "**Withdrawal**" means the removal of a Food Product from sale before it reaches consumers, in each case whether initiated by the Food Partner, required by a food safety authority or requested by Daily Flowers.
- "**Self-Delivery**" means delivery of an Order to the Customer by the Food Partner's own personnel or its own delivery arrangement, where permitted under paragraph 8.5.

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- "**Service Area**" means the delivery pincodes or zones for which the Food Partner is enabled on the Platform from time to time.
- "**Settlement Cycle**" means the period for which a Settlement Statement is prepared, as set out in the Commercial Schedule.
- "**Settlement Statement**" means the statement issued by Daily Flowers for each Settlement Cycle under Part 12.
- "**Taxes**" means all taxes, duties, cesses, levies and statutory deductions, including goods and services tax ("**GST**"), tax collected at source ("**TCS**") and tax deducted at source ("**TDS**").

1.2 Interpretation

Headings are for convenience only. The words "including" and "for example" do not limit the words that precede them. A reference to a law includes that law as amended, re-enacted or replaced, and any subordinate legislation under it. A reference to "writing" includes email and notices given through the Partner Portal. The singular includes the plural and vice versa. A period of days means calendar days unless stated as Business Days, and "**Business Day**" means a day other than a Sunday or a public holiday in Bengaluru.

1.3 Order of precedence

If there is a conflict, the following order applies: (a) Applicable Law; (b) the Commercial Schedule, but only in relation to fees, charges, settlement and other commercial terms; (c) Parts 1 to 21 of this Agreement; (d) the Category Schedules and other Schedules; and (e) the Platform Policies. A Platform Policy may add operational detail but cannot reduce either Party's rights or obligations under this Agreement unless it is adopted as an amendment under Part 20.

Part 2 — Appointment and Nature of the Relationship

2.1 Appointment

Daily Flowers appoints the Food Partner, on a non-exclusive basis, as an independent seller of Food Products on the Platform in the Service Area and for the product categories approved in its onboarding, and the Food Partner accepts that appointment on the terms of this Agreement. Nothing in this Agreement guarantees the

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Food Partner any minimum number of Orders, Customers or revenue, and nothing restricts Daily Flowers from listing other food businesses, including competitors of the Food Partner, in the same Service Area.

2.2 Independent business, not a franchisee

The Food Partner is and remains an independent business that trades under its own name. It is **not** a Daily Flowers franchisee, agent, employee, joint venturer or partner, and it does not receive any licence to use the Daily Flowers name or brand except the limited permissions in Part 15. The Food Partner is the food business operator responsible for, and will be shown to Customers as the seller of, the Food Products it lists. Being listed on the Platform does not make the Food Partner part of any Daily Flowers franchise network, and any separate franchise relationship between the Parties is governed only by a separate franchise agreement.

2.3 What Daily Flowers does

Daily Flowers will, in accordance with this Agreement:

1. provide the Food Partner with access to the Platform and the Partner Portal;
2. review, publish and display Listings, and make them discoverable to Customers;
3. provide cart, checkout and order-placement facilities, and collect payments from Customers through the licensed payment aggregator engaged by Daily Flowers;
4. route Order Offers to the Food Partner based on Service Area, capacity, compliance status and other objective criteria described in the Platform Policies;
5. arrange collection and delivery of Orders through the Daily Flowers Delivery Network, except where Self-Delivery applies;
6. provide first-line customer service, receive and track Complaints, and operate the grievance redressal mechanism required of it under the E-Commerce Rules;
7. run promotions on the Platform, with funding allocated as set out in the Commercial Schedule;
8. deduct the fees and amounts set out in this Agreement and settle the Net Settlement Amount to the Food Partner; and
9. perform the obligations that Applicable Law imposes on it as the operator of the Platform, as described in paragraph 2.5.

2.4 What the Food Partner does

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The Food Partner will, in accordance with this Agreement and Applicable Law:

1. hold, and keep valid for every relevant premises, the FSSAI Credential and every other licence and registration required for its business;
2. prepare or manufacture, store, pack, label and hand over the Food Products safely, hygienically and in accordance with Food Law;
3. be responsible for the ingredients, allergens, recipes, freshness, shelf life, packaging, labelling, storage conditions, food safety and intrinsic quality of the Food Products;
4. create and maintain accurate and complete Listings;
5. accept, prepare and make Orders Ready for Pickup within the Preparation Window;
6. maintain batch or lot traceability where applicable, carry out Recalls and Withdrawals, and investigate and respond to Complaints; and
7. cooperate with food safety authorities and with Daily Flowers in any inspection, sampling, investigation or Food Incident.

2.5 Obligations that remain with Daily Flowers

The Parties record that the allocation of responsibilities in this Agreement is a contractual allocation between them. It does **not** remove, reduce or transfer any obligation that Applicable Law places on Daily Flowers as an e-commerce entity, marketplace or e-commerce food business operator, and Daily Flowers does not claim that it has no responsibility for the operation of the Platform. In particular, and without limiting Applicable Law, Daily Flowers will:

1. hold the licence required of it under Food Law in its capacity as an e-commerce food business operator, where so required;
2. list only food businesses that hold a valid FSSAI Credential, and display the Food Partner's FSSAI licence or registration number (and any hygiene rating assigned to the Food Partner that is required or permitted to be displayed) on the Platform;
3. make the mandatory food information supplied by the Food Partner available to Customers before purchase and free of charge, and take reasonable steps to ensure that no misleading information, false claims or misleading images of Food Products are shown on the Platform;

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4. delist without delay any Food Product that it knows, or is notified by an authority, does not comply with Food Law;
5. communicate food quality and safety Complaints to the Food Partner without delay, and cooperate with Customers in resolving them;
6. where the Daily Flowers Delivery Network delivers an Order, take reasonable steps to ensure that delivery personnel are trained in safe food handling and personal hygiene, and that food is carried separately from non-food items;
7. appoint a grievance officer, display the information and operate the complaint-handling timelines required under the E-Commerce Rules, and display seller information, return, refund, exchange, delivery and grievance terms as those Rules require;
8. comply with its duties as a data fiduciary under Data Protection Law; and
9. cooperate with food safety officers and other authorities.

Part 3 — Onboarding, Verification and Activation

3.1 Application and documents

The Food Partner will submit a complete onboarding application and the documents listed in Schedule 7, and will ensure that everything it submits is true, complete, current and not misleading. Daily Flowers may request further information or original documents for verification.

3.2 FSSAI Credential requirements

The Food Partner must hold an FSSAI Credential that:

1. is of the category (registration, State licence or Central licence) that Food Law requires for the Food Partner's business, turnover, production capacity and activities;
2. covers each premises where Food Products are prepared, manufactured, packed, stored or dispatched, recognising that premises in different areas may require separate credentials under section 31(7) of the FSS Act;
3. covers the kind of business and the categories of food actually listed on the Platform;

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4. is issued in the same legal name as the Food Partner, or in a name that Daily Flowers has verified as belonging to the Food Partner; and
5. is valid on the date of activation and, as recorded in the Partner Portal, shows its expiry date.

3.3 Verification by Daily Flowers

Before activation, Daily Flowers will verify the Food Partner's identity and business details (including PAN, and GSTIN where the Food Partner is registered or required to be registered), its bank account for settlement, and the FSSAI Credential (including by checking it against the records made publicly available by the Food Safety and Standards Authority of India). Verification by Daily Flowers is a platform control; it does not shift to Daily Flowers the Food Partner's responsibility for holding and complying with its credentials.

3.4 Conditions for activation

The Food Partner's food catalogue will be activated, and Order Offers routed to it, only when all of the following are complete: (a) the onboarding application; (b) identity and business verification; (c) verification of a valid FSSAI Credential; (d) electronic acceptance of the version of this Agreement then published for Food Partners; (e) approval of the Food Partner by an authorised Daily Flowers officer; and (f) review and approval of each Listing under Part 4.

3.5 Continuing validity and automatic gating

The Food Partner must keep each FSSAI Credential valid throughout the term and must apply for renewal in good time before expiry. The Food Partner acknowledges that:

1. Daily Flowers monitors the expiry date of each FSSAI Credential and will send renewal reminders at the intervals set in the Daily Flowers Food Safety & FSSAI Compliance Policy;
2. if an FSSAI Credential is missing, expired (as of the relevant date), suspended or cancelled, Daily Flowers will automatically stop publishing the affected Listings and stop routing new Order Offers to the Food Partner for the affected premises and categories, without prior notice and without liability to the Food Partner;
3. Orders already accepted but due for preparation or delivery on or after the expiry date will be reassigned or cancelled and refunded to the Customer, and paragraph 9.3 applies to their financial treatment; and
4. activity will resume once the Food Partner uploads a renewed or restored credential and Daily Flowers has verified it.

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3.6 Changes affecting the FSSAI Credential

The Food Partner will notify Daily Flowers in writing within [TO BE SPECIFIED IN COMMERCIAL SCHEDULE] of: (a) any suspension, cancellation, modification, non-renewal or refusal of an FSSAI Credential; (b) any improvement notice under section 32 of the FSS Act, prohibition order, sampling failure, prosecution or adjudication relating to its food business; (c) any change of premises, ownership, constitution, food safety supervisor or kind of business; and (d) any change to its hygiene rating. Daily Flowers may suspend the affected Listings until it has reviewed the change.

3.7 Other licences and registrations

The Food Partner will also obtain and maintain, where applicable to its business: registration under the shops and establishments law of the State in which its premises are located; trade or health licences required by the local authority; GST registration; registration as a manufacturer or packer under the Legal Metrology (Packaged Commodities) Rules, 2011 where it packs pre-packaged commodities; and any other licence, permit or approval required by Applicable Law.

Part 4 — Listings, Food Information and Pricing

4.1 Responsibility for Listing content

The Food Partner is responsible for the accuracy, completeness and lawfulness of every Listing, whether it enters the content itself or supplies it to Daily Flowers for entry. The Food Partner undertakes that each Listing's description, images and other content accurately correspond to the appearance, nature, quality, purpose, ingredients and other features of the Food Product, as required by rule 5(2) of the E-Commerce Rules.

4.2 Mandatory food information

For each Food Product the Food Partner will provide, before the Listing is published, all information that Food Law requires to be made available to a consumer before purchase, including as applicable: the name of the food; list of ingredients; allergen declarations in the form required by regulation 5(14) of the Labelling Regulations (including any "may contain" declaration for cross-contamination); the vegetarian or non-vegetarian declaration (and, where egg is the only non-vegetarian ingredient, a statement to that effect); nutritional information where required; net quantity; storage instructions; shelf life or use-by period; the name and address of the food business

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operator; the FSSAI licence or registration number; and, for Packaged Food Products, the information on the principal display panel. For food sold through e-commerce, the date of manufacture or packing, batch or lot number and best-before, use-by or expiry date need not be shown before sale, but must appear on the product or its label as delivered. Daily Flowers will display this information without charging the Customer any additional amount.

4.3 No misleading claims

No Listing may contain a claim (including health, nutrition, "fresh", "homemade", "organic", "sugar-free", "egg-less" or "preservative-free" claims) that is not true, not permitted by Food Law, or not supported by the information on the Food Product's physical label. Claims made online must be fully consistent with the label. Images must fairly represent the Food Product as it will be delivered; where a Made-to-Order Product will vary in appearance, the Listing must say so.

4.4 Review and publication

Daily Flowers will review each Listing before publication and may refuse, suspend or require changes to a Listing that is incomplete, inconsistent with the FSSAI Credential, non-compliant with Food Law or the Platform Policies, or otherwise unsuitable. Daily Flowers may format, resize or standardise Listing content for presentation, but will not change the substance of food information supplied by the Food Partner without the Food Partner's approval, except to remove content that Daily Flowers reasonably believes to be unlawful or misleading. Review by Daily Flowers does not make Daily Flowers the author of, or transfer to it responsibility for, the Food Partner's food information.

4.5 Pricing

The Food Partner sets the selling price of its Food Products, subject to the Platform Policies and Applicable Law. The selling price of a Packaged Food Product must not exceed its maximum retail price. The Food Partner will not list a Food Product on the Platform at a price, or with terms, that discriminate against Customers in a manner prohibited by Applicable Law. Promotions and discounts, and the Party that funds each of them, are governed by the Commercial Schedule; a discount funded by Daily Flowers does not reduce the Food Partner's Net Settlement Amount.

4.6 Availability and capacity

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The Food Partner will keep its operating hours, holidays, daily capacity, lead times and product availability accurate in the Partner Portal, and will pause Listings promptly when it cannot fulfil them. Daily Flowers may rely on this information when routing Order Offers.

4.7 Prohibited Food Products

The Food Partner will not list or supply: (a) any food that its FSSAI Credential does not cover; (b) any food that is unsafe, sub-standard, misbranded, adulterated, or contains extraneous matter, within the meaning of the FSS Act; (c) any food past, or not meeting the minimum remaining shelf life required under Part 9 of this Agreement; (d) any food subject to a Recall, Withdrawal or prohibition; (e) any food containing alcohol, narcotic or psychotropic substances, or any ingredient not permitted under Food Law; (f) any health supplement, nutraceutical, food for special dietary or medical use, or other food requiring specific approval, unless Daily Flowers has approved the category in writing and the Food Partner holds every required approval; or (g) any other product listed as prohibited in the Platform Policies.

Part 5 — Orders and Acceptance

5.1 Order Offers

Daily Flowers will route Order Offers to the Food Partner through the Partner Portal and, where configured, by SMS, WhatsApp or email. Each Order Offer will specify the Food Products, any customisation or message, the delivery date and slot, and whether the Order is to be collected by the Daily Flowers Delivery Network or fulfilled by Self-Delivery.

5.2 Acceptance and decline

The Food Partner will accept or decline each Order Offer within the response time set in Schedule 2. An Order Offer that is not accepted within that time lapses and may be offered to another partner. The Food Partner may decline an Order Offer for a genuine reason (for example, capacity, ingredient unavailability or an unfulfillable customisation) and should record the reason. Declines and lapses are measured under Schedule 2.

5.3 Effect of acceptance

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On acceptance, the Food Partner becomes bound to prepare and hand over the Order exactly as specified, within the Preparation Window and in accordance with this Agreement. The Food Partner will not substitute any ingredient, size, flavour, design or item without the Customer's prior consent obtained through Daily Flowers.

5.4 Inability to fulfil after acceptance

If, after acceptance, the Food Partner becomes unable to fulfil an Order fully and on time, it will notify Daily Flowers immediately through the Partner Portal and by telephone to the partner support line, with the reason. Daily Flowers may reassign the Order, propose an alternative to the Customer, or cancel and refund it. The consequences in paragraph 9.2 and Schedule 2 apply.

Part 6 — Preparation

6.1 Preparation standards

The Food Partner will prepare every Food Product: (a) at premises covered by its FSSAI Credential; (b) in compliance with the general hygienic and sanitary practices in Schedule 4 to the Licensing Regulations and any additional requirements applicable to its kind of business; (c) using ingredients that are safe, fit for purpose, within their shelf life and procured from traceable, lawful sources; (d) by trained food handlers under the supervision of a trained food safety supervisor where Food Law requires one; and (e) in accordance with the applicable Category Schedule.

6.2 Preparation Window

The Food Partner will complete preparation, packing and labelling, and mark the Order Ready for Pickup, within the Preparation Window set out in Schedule 2 or in the Order Offer, whichever is later. Preparation must not start so early that the Food Product's freshness or safety at delivery is compromised.

6.3 Final check before hand-over

Before marking an Order Ready for Pickup, the Food Partner will check that the Food Products match the Order (including any message, name, design and eggless or other dietary choice), are fresh and undamaged, are correctly labelled, and are packed and sealed in accordance with Part 7.

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Part 7 — Packaging and Labelling

7.1 Packaging

The Food Partner will pack Food Products in food-grade packaging that complies with the Packaging Regulations, is clean and fit for the product, protects it from contamination, crushing, moisture and temperature abuse during normal handling and delivery, and is appropriate for the delivery method. Newspaper or other printed waste paper must never be used to wrap, line, cover or serve food. The Food Partner will use tamper-evident sealing on each outer package where required by Schedule 2 or the Category Schedule.

7.2 Order identification

The Food Partner will affix to each package the Order identifier and any label supplied or specified by Daily Flowers, in a way that does not obscure mandatory labelling.

7.3 Labelling

Packaged Food Products must carry all labelling required by the Labelling Regulations and, where applicable, the declarations required by the Legal Metrology (Packaged Commodities) Rules, 2011. Made-to-Order Products must be accompanied by the information required by the applicable Category Schedule.

7.4 Food and non-food items

Food Products must be packed and handed over separately from any non-food item (including flowers and gifts) in the same Order, so that they can be carried without risk of cross-contamination.

Part 8 — Ready for Pickup, Delivery Handoff and Self-Delivery

8.1 Ready for Pickup

The Food Partner will mark an Order Ready for Pickup only when it is fully prepared, packed, sealed and labelled and available for immediate collection. Marking an Order Ready for Pickup when it is not ready is a breach of this Agreement.

8.2 Collection by the Daily Flowers Delivery Network

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Where an Order is to be collected by the Daily Flowers Delivery Network, the Food Partner will hand it over at the pickup point recorded in the Partner Portal within the handoff window set in Schedule 2, to a person who identifies themselves through the Platform as assigned to that Order. The Food Partner will not hand an Order to any other person.

8.3 Handoff check

At handoff the Food Partner and the delivery person will check the number of packages, the condition of the packaging and seals and, where the Category Schedule requires, the temperature-control arrangement. Either may record the condition through the Platform, including by photograph. A defect noticed at handoff must be corrected by the Food Partner before handover.

8.4 Allocation of responsibility at handoff

After a compliant handoff to the Daily Flowers Delivery Network, Daily Flowers is responsible, as between the Parties, for loss of the package, and for damage to it, caused by handling, delay or temperature exposure in transit that was not caused by inadequate preparation, packaging or labelling. The Food Partner remains responsible at all times for the intrinsic safety, composition, allergen and dietary accuracy, freshness and quality of the Food Product, and for any defect resulting from its preparation, packaging, labelling or storage.

8.5 Self-Delivery

Self-Delivery is available only where Daily Flowers has enabled it in writing for the Food Partner and the relevant category and Service Area. Where Self-Delivery applies:

1. the Food Partner is responsible for delivering the Order to the Customer within the delivery slot, using personnel who are trained in food safety and hygiene, who carry food in clean, suitable, closed and (where required) insulated containers, separately from non-food items, and who behave courteously and lawfully;
2. the Food Partner is responsible for its delivery personnel, their vehicles, their compliance with road-safety and labour laws, and their conduct, and they are not employees, agents or delivery partners of Daily Flowers;
3. the Food Partner will record the delivery outcome truthfully and promptly in the Partner Portal, with the proof of delivery that the Platform requests (which may include a note or photograph), and will report any failed delivery with the reason;

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4. the Food Partner will use the Customer's name, address and telephone number only to complete that delivery, in accordance with Part 14;
5. Daily Flowers does not pay the Food Partner a delivery fee for Self-Delivery unless the Commercial Schedule says so; and
6. Daily Flowers may withdraw Self-Delivery at any time on notice if delivery standards are not met.

8.6 Failed delivery

A failed delivery is dealt with under the Daily Flowers Delivery / Shipping Policy. Because Food Products are perishable, a failed Food Product delivery will not ordinarily be reattempted on a later day. The cost of a failed delivery is borne by the Party (or the delivery partner) responsible for the cause of failure, as set out in the Commercial Schedule.

Part 9 — Freshness, Shelf Life, Storage and Cancellations

9.1 Freshness and remaining shelf life

Made-to-Order Products must be freshly prepared for the Order. Every other Food Product must, at the time of delivery to the Customer, have at least the minimum remaining shelf life required by Food Law — currently understood to be thirty per cent of its total shelf life or forty-five days before expiry — and any higher standard set in the applicable Category Schedule. The Food Partner will not supply any Food Product that is near or past its expiry, use-by or best-before date.

9.2 Storage

The Food Partner will store ingredients and Food Products at the temperatures and in the conditions required for their safety and quality, and as stated on the label, until handoff.

9.3 Cancellations

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1. **By the Customer.** Customer cancellations are governed by the Daily Flowers Cancellation Policy, which permits free cancellation of a food item until the Food Partner has accepted the Order and begun preparation (and in any event until the cut-off time shown at checkout). Where a Customer validly cancels after preparation has begun and a cancellation charge is retained under that policy, the Food Partner will receive the share of that charge set out in the Commercial Schedule.
2. **By the Food Partner.** A cancellation by the Food Partner after acceptance (including by failure to make the Order Ready for Pickup) is a Food Partner cancellation. The Customer will be refunded in full, and the Food Partner will bear the charges set out in the Commercial Schedule, except where the cancellation results from a Food Incident notified in good faith or from force majeure.
3. **By Daily Flowers.** Daily Flowers may cancel an Order for suspected fraud, payment failure, a compliance block under paragraph 3.5, an inability to deliver, or at the Customer's lawful request. Where Daily Flowers cancels for a reason not attributable to the Food Partner after preparation has begun, it will compensate the Food Partner as set out in the Commercial Schedule.

Part 10 — Refunds, Replacements and Complaints

10.1 Customer-facing resolution

Daily Flowers is responsible for the customer-facing resolution of Orders on the Platform. It decides, under its Refund Policy and Replacement Policy and in accordance with the Customer's rights under Applicable Law, whether a Customer receives a refund, replacement or credit. Refunds are made to the original payment method or, where the Customer chooses or where configured, as wallet credit. Nothing in this Agreement limits any Customer's rights under the Consumer Protection Act, 2019 or the E-Commerce Rules.

10.2 Financial attribution

Where a refund, replacement or credit results from a cause attributable to the Food Partner — for example, a wrong, missing, damaged-before-handoff, stale, unsafe or mislabelled Food Product, an unfulfilled customisation, a late Ready for Pickup or a Food Partner cancellation — the cost will be charged to the Food Partner through its Settlement Statement, as set out in the Commercial Schedule. Where the cause is attributable to Daily

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Flowers or the Daily Flowers Delivery Network, Daily Flowers bears it. Where the cause cannot be determined after reasonable investigation, the cost is shared as set out in the Commercial Schedule.

10.3 Evidence and dispute

Daily Flowers will share with the Food Partner the evidence on which it attributes a cost (such as Customer photographs, handoff records and delivery records). The Food Partner may dispute an attribution, with evidence, within the period set in Schedule 2. Daily Flowers will consider the dispute in good faith and give reasons for its decision. An upheld dispute is corrected through a reversal entry in the next Settlement Statement.

10.4 Replacements

Where Daily Flowers decides that a replacement is appropriate and asks the Food Partner to prepare it, the Food Partner will treat the replacement as a priority Order. A replacement made necessary by the Food Partner's fault is at the Food Partner's cost.

10.5 Complaints

1. Daily Flowers will forward to the Food Partner, without delay, every Complaint about the efficacy, quality, safety or labelling of a Food Product, and will share the information reasonably needed to resolve it, including (where the Customer consents or the law permits) the Customer's contact details.
2. The Food Partner will acknowledge each Complaint and provide its response and proposed resolution within the times set in Schedule 2, so that Daily Flowers can meet the timelines that the E-Commerce Rules require of it (acknowledgement within forty-eight hours and redressal within one month).
3. The Food Partner will appoint a grievance officer for consumer complaints as required by rule 6(4)(b) of the E-Commerce Rules and will provide that officer's name, designation and contact details to Daily Flowers for display.
4. The Food Partner will investigate every quality or safety Complaint, keep a record of the investigation and its outcome, and take corrective action.
5. A Complaint that indicates a Food Incident must be handled under Part 11.

Part 11 — Food Safety, Food Incidents, Recalls and Regulatory Cooperation

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11.1 Food safety system

The Food Partner will operate a food safety management system appropriate to its business that meets Schedule 4 to the Licensing Regulations, including: premises and equipment hygiene; control of incoming materials; allergen control and segregation; temperature control; prevention of cross-contamination; cleaning and sanitation; pest control; potable water; waste management; health, medical fitness and personal hygiene of food handlers; training (including the training of food safety supervisors required by Food Law); self-evaluation; and records.

11.2 Traceability

The Food Partner will maintain, for every batch or lot of Packaged Food Product and for every Made-to-Order Product, records that allow it to identify the ingredients and packaging used, their suppliers and lots, the date and time of preparation, and the Orders into which the product was supplied. These records must be retained for at least the period set in Schedule 2 or required by Food Law, whichever is longer, and produced to Daily Flowers or an authority on request.

11.3 Food Incident escalation

1. The Food Partner will notify Daily Flowers of any Food Incident as soon as it becomes aware of it, and in any event within the time set for its severity in Schedule 6, by telephone to the partner support line and in writing through the Partner Portal.
2. Daily Flowers will notify the Food Partner of any Food Incident of which it becomes aware first, including any Customer report of illness or allergic reaction.
3. On a Food Incident, Daily Flowers may immediately suspend the affected Listings, stop routing Order Offers, hold affected Orders, and contact affected Customers, without liability to the Food Partner.
4. The Food Partner will preserve retained samples, packaging, records and other evidence, investigate the root cause, share its findings with Daily Flowers, and implement corrective and preventive action.
5. Where anyone may have suffered illness, injury or an allergic reaction, the first priority of both Parties is the person's safety; each Party will advise the affected person to seek medical care and will not make any statement that discourages them from doing so.

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6. The Parties will cooperate on communications with Customers, the public and the media. Neither Party will make a public statement about a Food Incident that names the other without reasonable prior consultation, except where required by law or to protect public health.

11.4 Recall and Withdrawal

1. The Food Partner will maintain an up-to-date recall plan as required by the Recall Regulations.
2. Where the Food Partner considers or has reason to believe that a Food Product it has placed on the market is not compliant with Food Law or may be unsafe, it will immediately initiate Withdrawal or Recall, inform the competent authority as required by section 28 of the FSS Act, and inform Daily Flowers.
3. Daily Flowers will immediately delist the affected Food Products, identify affected Orders and Customers from its records, and, at the Food Partner's request or where Daily Flowers considers it necessary to protect Customers, notify affected Customers.
4. Daily Flowers may also require a Withdrawal of any Food Product from the Platform where it reasonably believes that the product is non-compliant or unsafe.
5. The costs of a Recall or Withdrawal attributable to the Food Partner, including refunds and customer communications, are borne by the Food Partner.

11.5 Regulatory inspections and sampling

The Food Partner acknowledges that Food Products sold through e-commerce are liable to sampling at any point in the supply chain. The Food Partner will permit and cooperate with inspections, sampling and enquiries by food safety officers and other authorities, will inform Daily Flowers promptly of any inspection finding, notice or sampling result that affects the Food Products, and will not prevent or discourage any person from cooperating with the authorities. Daily Flowers may share information about the Food Partner, its Listings, Orders and Complaints with any authority that requests it or where disclosure is required by Applicable Law.

11.6 Audits by Daily Flowers

Daily Flowers, or an auditor it appoints, may on reasonable notice (or without notice after a Food Incident) inspect the Food Partner's premises used for Food Products, review its records and food safety system, observe preparation, and take photographs or place test Orders, for the purpose of verifying compliance with this

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Agreement. Audits will be conducted so as to minimise disruption. An audit by Daily Flowers does not relieve the Food Partner of its own obligations.

11.7 Food Partner's display obligations at its premises

The Food Partner will display its FSSAI Credential and any food safety display board or hygiene rating certificate at its premises as required by Food Law, and will mention its FSSAI licence or registration number on its bills, invoices and cash memos as FSSAI requires.

Part 12 — Payments, Fees and Settlement

12.1 Collection of Customer payments

Customers pay for Orders through the Platform, using the licensed payment aggregator engaged by Daily Flowers. The Food Partner authorises Daily Flowers to collect the price of its Food Products from Customers on its behalf. Amounts collected by Daily Flowers for Food Products are held for settlement under this Part and are not Daily Flowers' revenue, except to the extent of the fees and charges payable to Daily Flowers under the Commercial Schedule. Cash on delivery is not currently offered; if Daily Flowers enables it, the terms in the Commercial Schedule will apply.

12.2 Settlement waterfall

For each Settlement Cycle, the Net Settlement Amount payable to the Food Partner is calculated as follows:

1. the Gross Order Value of Food Products in Orders delivered (or otherwise completed as payable under the Commercial Schedule) in the Settlement Cycle;
2. less discounts funded by the Food Partner under the Commercial Schedule;
3. less the platform commission, margin and fees payable to Daily Flowers, together with GST on them;
4. less delivery or logistics charges payable by the Food Partner, where the Commercial Schedule provides for them;
5. less Taxes that Daily Flowers is required by law to collect or deduct (including TCS and TDS, where applicable) and, where Daily Flowers is itself liable to pay tax on the supply under paragraph 12.4(3), the tax so payable;

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6. less refunds, replacement costs and other amounts attributable to the Food Partner under Part 10 and Part 11;
7. plus or minus reversal entries correcting earlier Settlement Statements; and
8. less any other amount that this Agreement expressly permits Daily Flowers to deduct.

Payment gateway charges are borne as set out in the Commercial Schedule.

12.3 Settlement Statements and payment

Daily Flowers will issue a Settlement Statement for each Settlement Cycle showing each Order and each of the items in paragraph 12.2, and will pay the Net Settlement Amount to the Food Partner's verified bank account within the period set in the Commercial Schedule. A Settlement Statement, once closed, is not edited: any correction is made by a reversal or adjustment entry in a later Settlement Statement, with a reference to the original entry.

12.4 Taxes

1. The Food Partner is responsible for GST and all other Taxes on its supply of Food Products, for issuing any tax invoice that the law requires it to issue, and for its own tax returns, unless paragraph 12.4(3) applies.
2. Where Daily Flowers is required to collect TCS under section 52 of the Central Goods and Services Tax Act, 2017 on supplies made through it, or to deduct TDS under the income-tax law on payments to the Food Partner, it will do so, deposit the amounts, and provide the Food Partner with the statements the law requires.
3. Where a supply made by the Food Partner through the Platform is a supply on which the law makes Daily Flowers liable to pay the tax (for example, "restaurant service" notified under section 9(5) of the Central Goods and Services Tax Act, 2017), Daily Flowers will pay that tax and issue the invoice that the law requires it to issue, and the Commercial Schedule will set out the resulting settlement treatment.
4. GST is payable by the Food Partner on the commission, fees and charges invoiced to it by Daily Flowers.

12.5 Holdback and set-off

Daily Flowers may withhold from settlement: (a) amounts genuinely in dispute under Part 10, until resolved; (b) amounts relating to Orders affected by a Food Incident, until the investigation is complete, but only to the extent of the reasonably estimated refunds and costs; and (c) any reserve set out in the Commercial Schedule. Daily

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Flowers may set off amounts due from the Food Partner under this Agreement against amounts payable to it, and will show every set-off on the Settlement Statement.

12.6 Statement disputes

The Food Partner may raise a query or dispute about a Settlement Statement within the period set in the Commercial Schedule. Daily Flowers will respond within the period set in Schedule 2. Undisputed amounts will be paid on time.

12.7 Records and reconciliation

Each Party will keep accurate records of the transactions under this Agreement for the period required by Applicable Law and will provide reasonable reconciliation support to the other.

Part 13 — Performance Standards, Delisting and Suspension

13.1 Performance standards

The Food Partner will meet the service levels and performance standards in Schedule 2, which measure (among other things) Order Offer acceptance, on-time Ready for Pickup, Food Partner cancellations, Complaint rates, food-safety Complaints and Listing accuracy. Daily Flowers will make the Food Partner's performance data available to it in the Partner Portal.

13.2 Delisting of a Food Product

Daily Flowers may delist a Food Product immediately where: (a) the product is or appears to be non-compliant with Food Law or the subject of a Food Incident, Recall or Withdrawal; (b) the Listing is inaccurate or misleading; (c) an authority directs it; or (d) the product infringes a third party's rights. In other cases Daily Flowers will give the Food Partner notice and an opportunity to correct the Listing.

13.3 Suspension of the Food Partner

Daily Flowers may suspend the Food Partner's access to Order Offers, or its Listings, in whole or in part:

1. automatically, where an FSSAI Credential or other mandatory credential is missing, expired, suspended or cancelled (paragraph 3.5);

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2. immediately, on a Food Incident of a severity that Schedule 6 classifies as requiring suspension, on a regulatory prohibition or direction, or on reasonable suspicion of fraud, false documents, tampering or a serious risk to Customers;
3. where the Food Partner has not accepted a new version of this Agreement that requires re-acceptance within the period allowed under paragraph 20.2; or
4. after notice and a cure period set in Schedule 2, for repeated or material failure to meet performance standards or other material breach.

13.4 Fair process

Except where immediate action is needed to protect Customers or comply with law, Daily Flowers will tell the Food Partner in writing the reason for a suspension or delisting, the evidence relied on, and what the Food Partner must do for reinstatement, and will consider any response the Food Partner makes. Where suspension was immediate, Daily Flowers will give reasons as soon as practicable afterwards. Daily Flowers will lift a suspension once the reason for it has been resolved to its reasonable satisfaction. Settlement of amounts already due for delivered Orders continues during a suspension, subject to paragraph 12.5.

Part 14 — Data Protection and Confidentiality

14.1 Customer personal data

Daily Flowers collects Customers' personal data as a data fiduciary under Data Protection Law. It will share with the Food Partner only the Customer data needed to prepare and (where Self-Delivery applies) deliver an Order — ordinarily the recipient's name, the message, any dietary or allergen notes and, for Self-Delivery, the delivery address and a contact number, which Daily Flowers may mask. The Food Partner will:

1. use that data only to fulfil the relevant Order, handle its Complaint or comply with law, and for no other purpose (including marketing, profiling or contacting the Customer after fulfilment);
2. not copy, sell, disclose or retain the data except as this paragraph permits, and delete it once no longer needed for those purposes or within the period set in Schedule 2, unless the law requires it to be kept;
3. protect the data with reasonable security safeguards, limit access to personnel who need it, and ensure those personnel are bound by confidentiality;

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4. notify Daily Flowers without delay, and in any event within the period set in Schedule 2, of any personal data breach affecting Customer data, and cooperate with Daily Flowers in meeting its own notification duties to the Data Protection Board of India and affected persons; and
5. follow Daily Flowers' reasonable instructions on the processing of that data.

14.2 Food Partner's personal data

Daily Flowers will process the personal data of the Food Partner's proprietors, directors, signatories and staff for onboarding, verification, settlement, compliance and communication, as described in the Daily Flowers Privacy Policy and the Daily Flowers Partner Compliance & Documentation Policy, and may disclose it to authorities where required by law and to Customers to the extent that the E-Commerce Rules or Food Law require seller information to be displayed.

14.3 Confidentiality

Each Party will keep confidential all non-public information received from the other in connection with this Agreement — including commercial terms, recipes and processes, Customer data, performance data, and technology — and use it only for this Agreement. This does not apply to information that is public other than through breach, already lawfully known to the recipient, independently developed, or required to be disclosed by law or by an authority (in which case the disclosing Party will, where lawful, notify the other). The Food Partner's recipes and processes remain its confidential information. These obligations survive for [TO BE SPECIFIED IN COMMERCIAL SCHEDULE] after termination, and indefinitely for Customer personal data and trade secrets.

Part 15 — Intellectual Property

15.1 Food Partner's marks and content

The Food Partner grants Daily Flowers a non-exclusive, royalty-free, India-wide licence, for the term of this Agreement and a reasonable run-off period, to use the Food Partner's name, trade marks, logos and Listing content to list, display, advertise and promote the Food Products on the Platform and in Daily Flowers' marketing. The Food Partner warrants that it owns or is licensed to use all such content and that its use will not infringe any third party's rights.

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15.2 Daily Flowers' marks and Platform

All rights in the Daily Flowers name, trade marks, logos, Platform, technology, Customer relationships, data compilations and Platform content (other than the Food Partner's content) belong to Daily Flowers. The Food Partner receives no right to use the Daily Flowers name or marks except to state truthfully that its Food Products are "available on Daily Flowers" in the form Daily Flowers approves, and must not present itself as a Daily Flowers outlet, franchisee or brand.

15.3 Customised content

The Food Partner will not reproduce on a Made-to-Order Product any image, character, logo or text supplied by a Customer that it has reasonable grounds to believe infringes a third party's rights or is unlawful, obscene or defamatory, and may decline such an Order Offer.

Part 16 — Representations, Warranties and Averment of Compliance

16.1 Mutual representations

Each Party represents that it is duly constituted and has full power and authority to enter into and perform this Agreement, that the person accepting it on its behalf is authorised to do so, and that doing so does not breach any law or other agreement binding on it.

16.2 Food Partner's averment of compliance with Food Law

The Food Partner avers, represents and warrants to Daily Flowers, on the Effective Date and on each day that any Listing is live or any Order is being fulfilled, that:

1. it is, and will remain, compliant with the FSS Act and the rules and regulations made under it in respect of every Food Product and every premises used for Food Products;
2. it holds a valid FSSAI Credential of the correct category covering every such premises and every kind of Food Product listed;
3. every Food Product is safe, is not sub-standard, misbranded or adulterated, contains no extraneous matter, and conforms to the applicable standards under Food Law;

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4. all information it provides about Food Products, including ingredients, allergens, vegetarian or non-vegetarian status, egg content, shelf life and claims, is true, complete and consistent with the physical label; and
5. it complies with the general hygienic and sanitary practices in Schedule 4 to the Licensing Regulations.

The Food Partner acknowledges that, as between the Parties, the liabilities arising from any non-compliance by the Food Partner with Food Law rest with the Food Partner, and that this averment is given so that Daily Flowers can meet the requirement of Food Law that an e-commerce food business operator obtain it from each seller.

16.3 Further Food Partner warranties

The Food Partner further warrants that: (a) all documents and information supplied at onboarding and afterwards are genuine and accurate; (b) it complies with all labour, employment, tax, environmental and other laws applicable to its business, and does not use child or forced labour; (c) it will not engage in any unfair trade practice, fake review, or misrepresentation of the kind prohibited by rule 6 of the E-Commerce Rules; and (d) it has not offered, and will not offer, any bribe or improper payment in connection with this Agreement.

16.4 Daily Flowers' warranties

Daily Flowers warrants that it will perform the services in paragraph 2.3 with reasonable skill and care, comply with the obligations that Applicable Law places on it as operator of the Platform, and settle amounts due in accordance with Part 12.

16.5 Compliance with law

Each Party will comply with all Applicable Law in performing this Agreement, will obtain and maintain the licences, registrations and approvals it needs for its own activities, and will promptly inform the other Party of any change in law, regulatory direction or enforcement action that it becomes aware of and that materially affects the sale of Food Products through the Platform. Where a change in Applicable Law requires a change in the way Food Products are listed, prepared, packed, labelled, delivered or settled, the Parties will cooperate in good faith to implement it by the date the law requires.

Part 17 — Insurance

The Food Partner will maintain, with a reputable insurer, product liability and public liability insurance covering the Food Products and its premises, and (where Self-Delivery applies) the insurance required by law for its

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vehicles, for not less than the amounts set out in the Commercial Schedule, and will provide evidence of cover on request.

Part 18 — Indemnities and Limitation of Liability

18.1 Indemnity by the Food Partner

The Food Partner will indemnify Daily Flowers, its officers, employees and the Daily Flowers Delivery Network against all losses, liabilities, damages, penalties, fines, compensation, costs and reasonable legal fees arising from any claim, proceeding, regulatory action or demand to the extent caused by:

1. any Food Product being unsafe, sub-standard, misbranded, adulterated, contaminated, mislabelled or otherwise non-compliant with Food Law, or causing illness, injury or death;
2. any inaccurate allergen, vegetarian, egg or ingredient information supplied by the Food Partner;
3. the Food Partner's failure to hold or comply with any FSSAI Credential or other licence;
4. any breach by the Food Partner of this Agreement, Applicable Law or the rights of any third party (including intellectual property rights);
5. the acts or omissions of the Food Partner's personnel, including its delivery personnel in Self-Delivery; or
6. any misuse of Customer personal data by the Food Partner.

18.2 Indemnity by Daily Flowers

Daily Flowers will indemnify the Food Partner against all losses, liabilities, damages, penalties, costs and reasonable legal fees arising from any third-party claim or regulatory action to the extent caused by: (a) Daily Flowers' breach of the obligations that Applicable Law places on it as operator of the Platform; (b) any Listing content changed by Daily Flowers without the Food Partner's approval; (c) any personal data breach occurring in Daily Flowers' systems; (d) handling, delay or temperature exposure by the Daily Flowers Delivery Network after a compliant handoff; or (e) any claim that the Platform infringes a third party's intellectual property rights.

18.3 Procedure

The indemnified Party will notify the indemnifying Party promptly of any claim, allow it to conduct the defence (at its cost, with counsel reasonably acceptable to the indemnified Party, and without admitting liability on behalf

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of the indemnified Party without consent), and provide reasonable cooperation. No settlement that imposes an obligation or admission on the indemnified Party may be made without its consent. The indemnified Party will take reasonable steps to mitigate its loss.

18.4 Limitation of liability

Subject to Applicable Law:

1. neither Party is liable to the other for any indirect or consequential loss, or for loss of profit, goodwill or business opportunity, arising under this Agreement;
2. each Party's total aggregate liability to the other under this Agreement in any twelve-month period is limited to [TO BE SPECIFIED IN COMMERCIAL SCHEDULE]; and
3. the exclusions and limit in this paragraph do not apply to: liability for death or personal injury caused by negligence; fraud or wilful misconduct; the Food Partner's indemnity under paragraphs 18.1(1) to 18.1(3); either Party's indemnity for third-party intellectual property claims; breach of Part 14; the obligation to pay amounts due under Part 12; or any liability that cannot lawfully be limited.

Nothing in this Agreement limits any liability of either Party to a Customer or to an authority under Applicable Law.

Part 19 — Term, Termination and Consequences

19.1 Term

This Agreement starts on the Effective Date and continues until terminated under this Part.

19.2 Termination for convenience

Either Party may terminate this Agreement for any reason by giving the other written notice of not less than [TO BE SPECIFIED IN COMMERCIAL SCHEDULE].

19.3 Termination for cause

Either Party may terminate this Agreement with immediate effect by written notice if the other Party: (a) commits a material breach that is incapable of remedy, or that is not remedied within the cure period set in Schedule 2 after written notice; (b) becomes insolvent, enters into liquidation or a resolution process, or has a receiver or

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administrator appointed; or (c) ceases to carry on business. Daily Flowers may also terminate with immediate effect if: (i) an FSSAI Credential is cancelled, or remains expired or suspended for longer than the period set in Schedule 2; (ii) a serious Food Incident is attributable to the Food Partner's wilful default or gross negligence; (iii) the Food Partner has supplied false or forged documents; or (iv) the Food Partner has been convicted of an offence under the FSS Act in relation to its food business.

19.4 Consequences of termination

On termination: (a) all Listings will be removed and no new Order Offers will be routed; (b) Orders already accepted will be fulfilled unless Daily Flowers decides, for Customer protection, to reassign or cancel them; (c) Daily Flowers will issue a final Settlement Statement and pay the Net Settlement Amount after the holdback period set in the Commercial Schedule, subject to paragraph 12.5; (d) each Party will return or destroy the other's Confidential Information, and the Food Partner will delete all Customer personal data, except as the law requires them to be retained; and (e) the Food Partner will stop using any Daily Flowers name or mark.

19.5 Survival

Parts 10 (for Orders placed before termination), 11 (for Food Products supplied before termination), 12, 14, 15.2, 18, 19.4, 19.5, 21 and any other provision that by its nature is intended to survive, survive termination. Termination does not affect rights and liabilities accrued before it.

Part 20 — Amendments, New Versions and Electronic Acceptance

20.1 Electronic acceptance

This Agreement is an electronic record and is formed by the Food Partner's electronic acceptance through the Platform, which the Parties agree is a valid means of contract formation under section 10A of the Information Technology Act, 2000. Daily Flowers will keep a record of the version accepted, the date and time of acceptance, the method of acceptance, and the identity of the person who accepted on the Food Partner's behalf, and will make the accepted version available to the Food Partner in the Partner Portal.

20.2 New versions

Daily Flowers may publish a new version of this Agreement or of a Schedule. It will give the Food Partner notice of the new version, a summary of the changes and the date on which it will take effect. Where Daily Flowers

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designates the new version as requiring re-acceptance (which it will do for any change that is material to the Food Partner's rights or obligations, including any change to commercial terms, liability or termination), the Food Partner must accept it electronically before the end of the period set in the Daily Flowers Partner Compliance & Documentation Policy. If it does not, Daily Flowers may stop routing new Order Offers and publishing Listings until it accepts, and either Party may terminate under paragraph 19.2. Continued use of the Platform is not treated as acceptance of a version that requires re-acceptance. A change required by Applicable Law or by an authority may take effect immediately, with notice as soon as practicable.

20.3 Historical versions

Each Order is governed by the version of this Agreement in force when the Order Offer was accepted. Superseded versions will remain available to the Food Partner.

20.4 Commercial Schedule changes

The Commercial Schedule may be changed only by a new version accepted under paragraph 20.2 or by a written amendment signed or electronically accepted by both Parties.

Part 21 — General Provisions

21.1 Force majeure

Neither Party is liable for failure or delay in performing an obligation (other than an obligation to pay money) to the extent caused by an event beyond its reasonable control, including natural disaster, epidemic, war, riot, government action, prolonged failure of public utilities or telecommunications, or a strike not limited to that Party's own workforce, provided that it notifies the other promptly and uses reasonable efforts to mitigate. A force majeure event never excuses the supply of unsafe food, and a Food Partner affected by a power or refrigeration failure must not supply any Food Product whose safety may have been compromised. If a force majeure event continues for longer than [TO BE SPECIFIED IN COMMERCIAL SCHEDULE], either Party may terminate this Agreement by notice.

21.2 Dispute resolution

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1. The Parties will try in good faith to resolve any dispute through their designated representatives within [TO BE SPECIFIED IN COMMERCIAL SCHEDULE] of written notice of the dispute.
2. A dispute not so resolved will be finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed by mutual agreement or, failing agreement, in accordance with that Act. The seat of arbitration will be [TO BE CONFIRMED — e.g. arbitration seated at Bengaluru], and the language will be English.
3. Nothing in this paragraph prevents either Party from seeking urgent interim relief from a competent court, or affects any Customer's right to approach a consumer commission or any authority.

21.3 Governing law and jurisdiction

This Agreement is governed by the laws of India. Subject to paragraph 21.2, the courts at [TO BE CONFIRMED — e.g. Bengaluru] have exclusive jurisdiction.

21.4 Notices

Notices under this Agreement must be in writing and sent: to Daily Flowers, by email to support@dailyflower-sai.com (or any partner-notice address that Daily Flowers designates in the Partner Portal) and, for notices of breach or termination, also by registered post or courier to its registered office; and to the Food Partner, by email to, or through the Partner Portal account of, the contact recorded in its onboarding application, and for notices of breach or termination also by registered post or courier to its recorded address. An email notice is received when sent, unless the sender receives a delivery failure message.

21.5 Assignment and subcontracting

The Food Partner may not assign or transfer this Agreement, or subcontract the preparation or packing of Food Products, without Daily Flowers' prior written consent; any approved subcontracted preparation must take place at premises covered by a valid FSSAI Credential of the subcontractor and the Food Partner remains fully responsible. Daily Flowers may assign this Agreement to an affiliate or to a successor to its business on notice.

21.6 Entire agreement

This Agreement (including its Schedules and the Platform Policies referred to in it) is the entire agreement between the Parties about its subject matter and replaces all earlier understandings about it. Neither Party has relied on any statement not set out in it, but nothing limits liability for fraud.

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21.7 Severability and waiver

If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted and the rest of this Agreement will continue in effect. A failure or delay in exercising a right is not a waiver of it.

21.8 Relationship

Nothing in this Agreement creates a partnership, joint venture, franchise, employment or agency relationship, except the limited authority of Daily Flowers to collect payments under paragraph 12.1.

21.9 Language

This Agreement is made in English. Any translation is for convenience only.

Schedule 1 — Commercial Schedule

This Schedule records the Food Partner's identity and the commercial terms. Blank terms must be completed and approved by Daily Flowers management before this Agreement is published as an approved version.

Part A — Food Partner details

Item	Details
Legal name and constitution	As recorded in the approved onboarding application
Trade name shown to Customers	As recorded in the approved onboarding application
PAN / GSTIN	As verified at onboarding
FSSAI Credential number(s), category and premises	As verified at onboarding, with expiry date(s)
Approved Category Schedules	Schedule 3 / Schedule 4 / Schedule 5, as approved
Service Area	As enabled in the Partner Portal
Fulfilment mode	Collection by Daily Flowers Delivery Network, or Self-Delivery if enabled in writing
Grievance officer (rule 6(4)(b), E-Commerce Rules)	Name, designation and contact as provided by the Food Partner

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Part B — Commercial terms

Term	Value
Platform commission / margin (basis and rate, per category)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Fixed or listing fees (if any)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Delivery / logistics charge payable by Food Partner (if any)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Delivery fee payable to Food Partner for Self-Delivery (if any)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Payment gateway charges — which Party bears them	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Promotion funding rules (Daily Flowers-funded / Food Partner-funded / shared)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Settlement Cycle	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Payment date after close of Settlement Cycle	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Period to dispute a Settlement Statement	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Reserve or holdback (if any) and release conditions	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Final settlement holdback after termination	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Food Partner share of Customer cancellation charges after preparation begins	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Charges for Food Partner cancellation after acceptance	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Compensation for Daily Flowers cancellation after preparation begins	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Sharing of refund cost where cause cannot be determined	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Cost of failed delivery, by cause	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

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GST / TCS / TDS treatment, per product class (goods or restaurant service)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE — subject to tax adviser confirmation]
Cash on delivery (only if enabled) — collection, remittance and reconciliation	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Insurance types and minimum amounts	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Liability cap (paragraph 18.4)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Notice period for termination for convenience	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Period for notifying changes to FSSAI Credential (paragraph 3.6)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Confidentiality survival period	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Force majeure termination period	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Dispute negotiation period	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

Schedule 2 — Service Levels and Performance Standards

All times and thresholds are to be approved by management. Until approved, the corresponding obligation is to act promptly and in good faith.

Service level / standard	Value
Time to accept or decline an Order Offer	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Preparation Window — cakes and bakery (standard)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Preparation Window — customised / designer cakes	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Preparation Window — cookies and packaged food	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Handoff window after Ready for Pickup	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Tamper-evident sealing required for	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

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Minimum Order Offer acceptance rate	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Minimum on-time Ready for Pickup rate	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Maximum Food Partner cancellation rate	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Maximum quality Complaint rate	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Complaint acknowledgement by Food Partner	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Complaint response and proposed resolution by Food Partner	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Period to dispute a cost attribution (paragraph 10.3)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Daily Flowers response to a settlement query	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Traceability record retention	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE], or longer if Food Law requires
Deletion of Customer personal data after fulfilment	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Personal data breach notification to Daily Flowers	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Cure period for breach before suspension or termination	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Maximum period of expired or suspended FSSAI Credential before termination right	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

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Schedule 3 — Category Schedule: Cakes and Bakery

This Schedule applies to cakes, pastries, cupcakes, breads, desserts and other bakery items, whether made to order or baked in advance for same-day sale.

S3.1 Made-to-order preparation

1. Made-to-Order Products must be prepared specifically for the Order, within the Preparation Window, and must not be prepared from components that are past their safe holding time.

2. Where a Listing offers sizes, weights, tiers, flavours, fillings or shapes, the delivered product must match the option ordered. Where weight is stated, it must be the approximate finished weight, with any permitted variation stated in the Listing.
3. Where a Customer's requested customisation cannot be safely or lawfully produced, the Food Partner must decline the Order Offer or raise the issue with Daily Flowers before starting preparation.

S3.2 Customisation and messages

1. Names, messages and dates must be reproduced exactly as entered by the Customer, in the language and script entered, subject to the character limits shown at checkout.
2. Photo cakes and printed decorations must use edible inks and edible printing media permitted under Food Law.
3. The Food Partner may decline a message or image that is offensive, unlawful or infringing (paragraph 15.3), and must tell Daily Flowers before preparation so the Customer can be contacted.
4. Non-edible decorations (such as toppers, candles, sparklers, ribbons, wires or pins) must be food-safe, must be listed in the Listing, and must be clearly identifiable as non-edible. Non-edible items that could be mistaken for food, or that pose a choking risk, must be separately wrapped or clearly flagged.

S3.3 Egg and eggless declarations

1. Each Listing must state whether the product contains egg. Where the product is non-vegetarian only because it contains egg, the Listing must say so in addition to the non-vegetarian symbol.
2. A product may be listed or supplied as "eggless" only if no egg or egg-derived ingredient is used in any component (including sponge, cream, glaze, filling, decoration and bought-in components), and the Food Partner has controls to prevent cross-use of egg-containing batters, utensils and equipment. Where these controls cannot be assured, the Listing must carry an appropriate "may contain egg" declaration.
3. Supplying an egg-containing product against an eggless Order is treated as a Food Incident of the severity set in Schedule 6.
4. Gelatine, certain colours and other additives of animal origin make a product non-vegetarian; the Food Partner must declare them accordingly.

S3.4 Allergens

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Cakes and bakery items commonly contain cereals containing gluten, milk, egg, nuts, and soy. The Food Partner must declare all allergens present, including in toppings and fillings, and must declare cross-contamination risks where nuts or other allergens are handled on the same premises. Customer allergy notes passed on by Daily Flowers must be read before preparation; where the Food Partner cannot safely meet the note, it must decline or raise the issue before preparation.

S3.5 Cold chain and handling

1. Cream, fresh-fruit, cheesecake, mousse and other products requiring refrigeration must be held under refrigeration until handoff, and must be handed over in packaging suitable for the delivery time (for example, insulated boxes or cool packs where the Listing or Schedule 2 requires them).
2. The Food Partner must mark the outer package "Keep refrigerated", "Keep upright" or "Fragile" where relevant, and must use cake boards, dowels or supports adequate for multi-tier or tall cakes.
3. The Food Partner must not hand over a product that has been out of temperature control for longer than is safe.

S3.6 Shelf life and consumer information

1. Each Listing must state the recommended consumption period and storage instructions after delivery (for example, "Best consumed within [period] of delivery; keep refrigerated").
2. Each Made-to-Order Product must be accompanied (on the box, a sticker or a card) by: the Food Partner's name and FSSAI licence or registration number; the product name; the vegetarian or non-vegetarian symbol; allergen information; the date of preparation; and storage and consumption instructions.
3. Bakery items baked in advance must be delivered within the freshness period that the Food Partner declares in the Listing.

Schedule 4 — Category Schedule: Cookies and Packaged Food

This Schedule applies to cookies, biscuits, chocolates, confectionery, dry cakes, snacks, preserves and other Food Products that are sold pre-packaged, and to gift hampers containing them.

S4.1 Labelling

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Every Packaged Food Product must carry a label complying with the Labelling Regulations, including as applicable: the name of the food; list of ingredients in descending order; nutritional information; vegetarian or non-vegetarian symbol; declaration of food additives; allergen declaration; name and complete address of the brand owner and, if different, the manufacturer or packer; the FSSAI logo and licence number; net quantity; date marking; batch or lot number; storage instructions; and country of origin for imported food. Labels must be in English or Hindi (Devanagari), with other languages permitted in addition.

S4.2 Date marking and remaining shelf life

1. The label must show the date of manufacture or packing and the "expiry" or "use by" date in the manner required by the Labelling Regulations; "best before" may be used as additional information.
2. Paragraph 9.1 applies to remaining shelf life at delivery.
3. The Food Partner must operate first-expiry-first-out stock rotation and must not re-label, over-sticker or alter date marks.

S4.3 Batch and lot traceability

Every Packaged Food Product must carry a batch or lot number. The Food Partner must be able to identify, from a batch or lot number, the date of production, the ingredients and packaging lots used, and the Orders into which that batch or lot was supplied, so that a Recall can be targeted.

S4.4 Legal Metrology

Where a Packaged Food Product is a pre-packaged commodity, the Food Partner must ensure that its package carries the declarations required by the Legal Metrology (Packaged Commodities) Rules, 2011 (including the name and address of the manufacturer or packer, the common or generic name, net quantity in standard units, month and year of manufacture or packing, retail sale price as maximum retail price inclusive of all taxes, unit sale price where applicable, consumer care details and, for imported products, country of origin), and must provide those declarations to Daily Flowers so that they can be displayed on the Platform as that law requires of e-commerce entities. The Food Partner must hold any registration as a manufacturer or packer that those Rules require. The selling price on the Platform must not exceed the maximum retail price.

S4.5 Principal display panel

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For each Packaged Food Product the Food Partner must supply a clear, legible image of the principal display panel of the label (other than the batch or lot number, date of manufacture or packing, expiry, use-by or best-before date and maximum retail price, which may vary) so that Customers can view it before purchase.

S4.6 Packaging and storage

Packaging in direct contact with food must comply with the Packaging Regulations. Packaged Food Products must be stored and dispatched in conditions that protect them from heat, humidity, pests and crushing, and must be packed so that seals are intact on delivery.

S4.7 Hampers and assorted packs

Where Packaged Food Products are combined in a hamper or assorted pack, each item must retain its own compliant label, the hamper must show the earliest expiry date among its contents where the Labelling Regulations require it, and food items must be separated from non-food items in the hamper.

Schedule 5 — Category Schedule: Other Food

This Schedule applies to any food category that Daily Flowers approves for the Food Partner and that is not covered by Schedules 3 and 4 — for example, sweets and mithai, chocolates made to order, dry fruits and nuts, beverages, savouries and prepared meals.

S5.1 Approval of category

The Food Partner may list a category under this Schedule only after Daily Flowers has approved it in writing and verified that the FSSAI Credential covers it. Daily Flowers may set additional requirements for a category on approval, which will be recorded in the Partner Portal.

S5.2 Category-specific standards

The Food Partner must comply with the product standards under Food Law applicable to the category (including any standard of identity, microbiological criteria and permitted additives), and with any specific hygiene requirements under Schedule 4 to the Licensing Regulations applicable to its kind of business (including those for catering and food service operations where it prepares meals).

S5.3 Prepared meals and food service

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Where the Food Partner supplies freshly prepared meals or other food for immediate consumption, it must deliver only fresh food, prepared for the Order, and must provide the allergen and vegetarian or non-vegetarian information that Food Law requires food service establishments to display, for Daily Flowers to display on the Platform. The GST treatment of such supplies is subject to the legal review note in paragraph 12.4.

S5.4 High-risk categories

Daily Flowers may decline to approve, or may approve subject to additional controls, any category with an elevated food-safety risk (for example, dairy-based sweets, cut fruit, or products requiring continuous refrigeration), and any category for which FSSAI has issued specific directions.

Schedule 6 — Food Incident Escalation Matrix

Severity is assessed by Daily Flowers on the information available and may be revised as the investigation proceeds. Response times are to be approved by management.

Severity	Examples	Food Partner must	Daily Flowers will	Notification time
Critical	Reported illness, injury or allergic reaction; undeclared allergen; egg supplied against an eggless Order; foreign matter capable of causing injury; suspected tampering; regulatory prohibition or recall	Stop sale of affected product immediately; preserve samples and records; inform competent authority where section 28 of the FSS Act applies; begin root-cause investigation	Suspend affected Listings immediately; hold or cancel affected Orders; advise affected persons to seek medical care; contact affected Customers; cooperate with authorities	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

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Major	Spoilage or off-odour; temperature abuse; incorrect vegetarian or non-vegetarian declaration; labelling error on mandatory information; sampling failure	Withdraw affected batch or lot; correct Listing and label; investigate and report	Suspend affected Listing until corrected; review related Orders	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Moderate	Non-injurious foreign matter; packaging failure exposing food; repeated freshness Complaints	Investigate; implement corrective action; report	Monitor; may suspend Listing if repeated	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Minor	Cosmetic defects; minor variance from Listing with no safety effect	Record and correct	Record for performance review	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

Schedule 7 — Onboarding Documents Checklist

Document	Required
Completed onboarding application	Mandatory
PAN of the Food Partner (and of proprietor or partners, where applicable)	Mandatory
GST registration certificate	Where registered or required to be registered
Proof of constitution (partnership deed, LLP or company incorporation documents) and authorisation of signatory	Where applicable
FSSAI registration certificate or licence for each premises, showing kind of business and validity	Mandatory

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Shops and establishments registration and local trade or health licence	Where required by State or local law
Legal Metrology registration as manufacturer or packer	Where the Food Partner packs pre-packaged commodities
Bank account details and proof (cancelled cheque or bank statement) in the Food Partner's name	Mandatory
Premises address and photographs of preparation and storage areas	Mandatory
Name and training certificate of food safety supervisor	Where required by Food Law for the Food Partner's licence category
Recent hygiene audit report or hygiene rating certificate	If available
Grievance officer details (E-Commerce Rules, rule 6(4)(b))	Mandatory
Product information for each Listing (ingredients, allergens, veg/non-veg, egg declaration, shelf life, storage, label images)	Mandatory before Listing publication
Recall plan (Recall Regulations)	Mandatory for manufacturers of Packaged Food Products; recommended for all
Insurance certificate(s)	As required by the Commercial Schedule
Acceptance of the current published version of this Agreement	Mandatory

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Annexure — Legal basis and review notes

A. Statutes, regulations and guidance relied on

Instrument	Provision(s) relied on	Use in this Agreement

Food Safety and Standards Act, 2006	s. 3(n) (food business); s. 26 (responsibilities of FBO); s. 27 (liability of manufacturers, packers, sellers); s. 28 (food recall); s. 31 (licensing and registration, including s. 31(7) and s. 31(9)); s. 32 (improvement notices); s. 38 (powers of food safety officer); s. 63 (business without licence)	Parts 2, 3, 11, 16
FSS (Licensing and Registration of Food Businesses) Regulations, 2011	Schedule 4 (general hygienic and sanitary practices, including traceability and recall, Part II; catering and food service, Part V); regulation 2.2 (licensing and responsibilities of e-commerce FBOs) as inserted by the Amendment Regulations operationalised by FSSAI directions (latest reviewed: direction dated 19 July 2024)	Parts 2, 6, 9, 11, 16; Schedule 5
FSSAI Order: Guidelines for Operations of E-Commerce Food Business Operators (February 2017)	paras 3.1–3.6 (licensing, seller agreement, listing information, Schedule 4 hygiene, complaints, delisting)	Parts 2, 4, 10, 11, 16
FSSAI Advisory for E-commerce FBOs (3 December 2024)	Trained last-mile personnel; separate delivery of food and non-food; online claims to match label; minimum remaining shelf life at delivery; display of seller licence/registration and hygiene rating	Parts 2, 4, 7, 8, 9

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FSS (Labelling and Display) Regulations, 2020	reg. 4(2) (e-commerce pre-sale information); reg. 5(4) (veg/non-veg symbols; egg declaration); reg. 5(9)–(10) (batch, date marking); reg. 5(14) (allergens); reg. 8 (exemptions); reg. 9 (display in food service establishments; reg. 9(5) e-commerce FBOs)	Part 4; Schedules 3–5
FSS (Packaging) Regulations, 2018	Food-grade packaging; prohibition on newspaper for food (as reiterated by FSSAI, 27 September 2023)	Part 7
FSS (Food Recall Procedure) Regulations, 2017	Recall plan and procedure	Part 11
Legal Metrology Act, 2009 and Legal Metrology (Packaged Commodities) Rules, 2011	Declarations on packages (rule 6) and e-commerce display obligations; registration of manufacturers and packers	Schedule 4
Consumer Protection Act, 2019	Consumer rights; product liability (Chapter VI); unfair contract terms	Parts 10, 18
Consumer Protection (E-Commerce) Rules, 2020	rule 4 (duties of e-commerce entities, grievance officer); rule 5 (marketplace liabilities, seller undertaking, display of seller information); rule 6 (duties of sellers, grievance officer, information to marketplace)	Parts 2, 4, 10, 16
Central Goods and Services Tax Act, 2017	s. 9(5) (tax payable by e-commerce operator on notified services); s. 24(ix); s. 52 (TCS); Notification 17/2021-CT(R); CBIC Circular 167/23/2021-GST	Part 12

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Income-tax Act, 1961 / Income-tax Act, 2025	TDS on e-commerce operators (s. 194-O of the 1961 Act and corresponding provision)	Part 12
Information Technology Act, 2000	s. 10A (electronic contracts); s. 79 (intermediary)	Part 20
Digital Personal Data Protection Act, 2023 and DPDP Rules, 2025	Data fiduciary and processor duties; breach notification	Part 14
Arbitration and Conciliation Act, 1996; MSMED Act, 2006	Dispute resolution	Part 21

B. Open review points

1. **Platform's FSSAI licence and characterisation** (paragraph 2.5) — regulatory requirement / open question.
2. **Enforcement status** of the operationalised e-commerce provisions of the Licensing Regulations pending final Gazette notification — open question.
3. **Renewal-pending treatment** under s. 31(9) FSS Act versus automatic suspension on expiry (paragraph 3.5) — legal requirement / business assumption.
4. **Remaining shelf life formula** for short-shelf-life bakery (paragraph 9.1) — interpretive.
5. **Allocation of transit risk** between the Food Partner and the Daily Flowers Delivery Network (paragraph 8.4) — recommended protection.
6. **Payment collection characterisation** and payment aggregator regulation (paragraph 12.1) — regulatory requirement / open question.
7. **GST: goods versus restaurant service; TCS; TDS under the Income-tax Act, 2025** (paragraph 12.4) — legal requirement / open question.
8. **Data processor versus data fiduciary** status of the Food Partner (paragraph 14.1) — legal requirement / open question.
9. **Insurance** requirements and amounts (Part 17) — business decision.
10. **Minimum labelling for made-to-order bakery** (Schedule 3, S3.6) — interpretive.
11. **Arbitration seat, institutional rules and MSMED Act interaction** (paragraph 21.2) — open question.

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12. **All commercial values, SLAs and thresholds** in Schedules 1, 2 and 6 — business decisions pending management approval; none has been assumed.

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