DAILY FLOWERS INDIA PVT. LTD.

Daily Flowers Food Safety & FSSAI Compliance Policy

Version 1.0.0 Status: Draft Effective: Not yet in force

Applies to: Everyone who sells, prepares, packs, stores or delivers food through Daily Flowers — Food Partners, franchisees fulfilling food orders, delivery partners carrying food, and Daily Flowers itself as the platform operator

DRAFT — FOR LEGAL REVIEW

DRAFT — FOR LEGAL REVIEW

Part 1 — About this Policy

1.1 Who issues this Policy

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

1.2 Purpose

Food sold online must be as safe as food bought over the counter. Indian food law places duties on the business that makes and sells the food, and separate duties on the platform through which it is sold. This Policy explains, in one place:

1. what every food seller on the Platform must hold, display and do;
2. what Daily Flowers does as the platform operator, including the controls it applies before and while food is listed; and
3. what happens when something goes wrong — a complaint, a food incident, a recall or a regulatory enquiry.

1.3 Who this Policy applies to

This Policy applies to:

- **Food Partners** — independent cake, bakery, cookie and other food businesses selling on the Platform under the Daily Flowers Food Partner Agreement;

- **Franchisees and other partners** who prepare, pack or sell food on the Platform (for example, a franchisee that also fulfils cake orders), to the extent they do so;
- **Delivery partners and delivery companies** who collect or carry food for Daily Flowers, under the Daily Flowers Registered Delivery / Service Partner Agreement; and
- **Daily Flowers** itself, in its role as the operator of the Platform and in any food handling it carries out at its own hubs.

In this Policy, "**Food Seller**" means any person in the first two groups above, and "**FSSAI Credential**" means a registration certificate or licence issued under section 31 of the Food Safety and Standards Act, 2006 (the "**FSS Act**") and the Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations, 2011 (the "**Licensing Regulations**").

1.4 Relationship to agreements and other policies

This Policy forms part of the Daily Flowers Food Partner Agreement and of every other partner agreement that refers to it. If this Policy and an agreement conflict, the agreement prevails, except where this Policy states a requirement of law. This Policy should be read with the Daily Flowers Partner Compliance & Documentation Policy, the Seller Code of Conduct, the Grievance Redressal Policy, the Privacy Policy and the customer-facing Refund, Replacement and Cancellation Policies.

1.5 Nothing in this Policy limits the law

This Policy allocates responsibilities for practical and contractual purposes. It does not reduce any duty that the law places on Daily Flowers, on any Food Seller or on any delivery partner, and it does not limit any right that a customer has under the Consumer Protection Act, 2019, the Consumer Protection (E-Commerce) Rules, 2020 (the "**E-Commerce Rules**") or food law.

Part 2 — Who Is Responsible for What

2.1 Summary of responsibilities

Area	Food Seller	Daily Flowers (as platform operator)	Delivery partner (when Daily Flowers arranges delivery)

DRAFT — FOR LEGAL REVIEW

FSSAI Credential	Holds a valid credential of the right category for every premises; renews on time; displays it at its premises and on bills	Onboards only Food Sellers with a valid credential; verifies it; displays the credential number on the Platform; blocks food listings when it is missing or expired; holds its own licence where the law requires	Holds any credential the law requires for its own activity
Ingredients, recipes, preparation	Fully responsible	—	—
Allergens, veg/non-veg, egg declarations	Declares accurately and completely	Displays the information supplied, before purchase, free of charge; removes content it knows to be misleading	Does not open or tamper with packages
Labelling and packaging	Fully responsible	Displays mandatory information; requires label images for pre-packaged food	—
Hygiene and food safety at premises	Fully responsible (Schedule 4 to the Licensing Regulations)	Monitors through documents, audits, complaints and test orders	—
Freshness and shelf life at delivery	Responsible for preparing fresh and supplying with sufficient remaining shelf life	Sets delivery slots and hand-off windows that respect freshness	Delivers within the slot without avoidable delay
Handling in transit	Responsible for packaging suitable for transit	Ensures delivery personnel are trained in food hygiene and carry food separately from non-food items	Handles food hygienically and in suitable carriers

DRAFT — FOR LEGAL REVIEW

Customer complaints	Investigates, responds, takes corrective action	Receives complaints, forwards them without delay, operates the grievance mechanism and timelines required of it	Reports handling issues
Food incidents and recalls	Initiates withdrawal or recall and informs the authorities as the FSS Act requires	Delists immediately; identifies and informs affected customers where appropriate; cooperates with authorities	Cooperates and preserves evidence
Inspections and sampling	Cooperates fully	Cooperates fully; shares information with authorities as required	Cooperates fully

2.2 Daily Flowers' own obligations as platform operator

Daily Flowers recognises that, as a platform that lists food businesses and facilitates orders, payments and delivery, it has its own responsibilities under food law and consumer law. In particular, Daily Flowers will:

1. hold the FSSAI licence required of it as an e-commerce food business operator, where the law so requires;
2. list only Food Sellers that hold a valid FSSAI Credential, and never list a Food Seller without displaying its licence or registration number;
3. display each Food Seller's FSSAI licence or registration number and, where one has been assigned and is required or permitted to be displayed, its hygiene rating;
4. make the mandatory food information supplied by each Food Seller available to customers before purchase, without extra charge;
5. take reasonable steps to ensure no misleading information, false claims or misleading images of food are shown on the Platform, and that online claims match the product's physical label;
6. delist immediately any food product that does not comply with food law;
7. forward food quality and safety complaints to the Food Seller without delay and help customers resolve them;

DRAFT — FOR LEGAL REVIEW

8. ensure that last-mile delivery arranged by Daily Flowers is carried out by personnel trained in safe food handling and hygiene, with food carried separately from non-food items; and
9. cooperate with the Food Safety and Standards Authority of India ("**FSSAI**"), Commissioners of Food Safety, Designated Officers and Food Safety Officers.

Part 3 — FSSAI Credentials: What Every Food Seller Must Hold

3.1 Credential required before any food is listed

No food product may be listed, offered or sold on the Platform by a Food Seller that does not hold a valid FSSAI Credential. Carrying on a food business without a required licence is an offence under section 63 of the FSS Act.

3.2 Correct category and scope

The Food Seller is responsible for holding the category of FSSAI Credential that the law requires for its business — basic registration, State licence or Central licence — having regard to its turnover, production capacity, kind of business and the other criteria in the Licensing Regulations. The credential must:

1. be issued for each premises from which food for the Platform is prepared, manufactured, packed, stored or dispatched (premises in different areas may need separate credentials);
2. cover the kind of business and the food categories actually listed;
3. be in the legal name of the Food Seller (or a name Daily Flowers has verified as belonging to it); and
4. show a validity or expiry date.

Daily Flowers may ask a Food Seller to explain why its credential category is correct, and may decline to list products that appear to fall outside it.

3.3 Display at the Food Seller's premises

Every Food Seller must display at its premises, in the manner that food law requires: its FSSAI registration certificate or licence; the Food Safety Display Board where applicable; and any hygiene rating certificate it holds.

3.4 Display on bills and invoices

DRAFT — FOR LEGAL REVIEW

Every Food Seller must mention its FSSAI licence or registration number on its bills, invoices, cash memos and receipts, as FSSAI has required of all food businesses.

3.5 Display on the Platform

Daily Flowers will display each Food Seller's name, address, FSSAI licence or registration number and (where available and appropriate) hygiene rating on its storefront and product pages, and will include the Food Seller's details in the order information available to the customer.

Part 4 — Verification at Onboarding

4.1 What Daily Flowers checks

Before any food listing is activated, Daily Flowers will:

1. collect a copy of each FSSAI Credential and record its number, category, kind of business, premises address and expiry date;
2. check the credential against the information made publicly available by FSSAI (for example, through its licensing portal or the Food Safety Connect app) and confirm that the name, address and status match;
3. confirm that the listed food categories fall within the credential;
4. complete identity and business verification under the Partner Compliance & Documentation Policy; and
5. confirm that the Food Seller has electronically accepted the current version of its agreement.

4.2 Verification does not transfer responsibility

Verification by Daily Flowers is a platform control. It does not certify the Food Seller's premises or products, and it does not transfer to Daily Flowers the Food Seller's responsibility for compliance.

Part 5 — Licence Validity Monitoring and Automatic Suspension

5.1 Continuous monitoring

DRAFT — FOR LEGAL REVIEW

Daily Flowers records the expiry date of every FSSAI Credential and checks validity every day. A credential is treated as valid for a day only if its recorded expiry date is on or after that day and it has not been reported as suspended or cancelled.

5.2 Renewal reminders

Daily Flowers will send renewal reminders to the Food Seller by email, SMS or WhatsApp and in its partner account at [TO BE CONFIRMED BY MANAGEMENT] before expiry. Reminders are a courtesy; the obligation to renew on time rests with the Food Seller.

5.3 Automatic suspension of food listings on expiry

If a Food Seller's FSSAI Credential is missing, has expired, or is reported as suspended or cancelled:

1. the Food Seller's food listings for the affected premises and categories are automatically removed from sale;
2. no new food orders are offered to the Food Seller for those premises and categories;
3. orders already accepted that would be prepared or delivered while the credential is not valid are reassigned to another eligible partner where possible, or otherwise cancelled with a full refund to the customer; and
4. the Food Seller is notified of the suspension and of what it must provide for reinstatement.

This suspension is automatic and does not require prior notice, because selling food without a valid credential is not permitted by law.

5.4 Renewal applications made before expiry

Section 31(9) of the FSS Act provides that a licence continues in force until orders are passed on a renewal application that was made before the licence expired. A Food Seller that has applied for renewal in time may submit proof of the application. Daily Flowers will review it and may, at its discretion, record an interim validity date to keep the Food Seller active while the application is pending.

5.5 Reinstatement

Food listings are reinstated once the Food Seller uploads a renewed, restored or new FSSAI Credential and Daily Flowers has verified it. Reinstated listings are subject to the same review as new listings if the credential's scope has changed.

5.6 Regulatory action against a credential

DRAFT — FOR LEGAL REVIEW

A Food Seller must inform Daily Flowers within [TO BE CONFIRMED BY MANAGEMENT] of any improvement notice, suspension, cancellation, prohibition order, adverse sampling result or prosecution relating to its food business. Daily Flowers may suspend the affected listings while it reviews the matter, and will suspend them immediately if the credential is suspended or cancelled.

Part 6 — Product Information and Listing Standards

6.1 Mandatory information before purchase

For every food product, the Food Seller must supply, and Daily Flowers will display before purchase and free of charge, all information that food law requires to be available to consumers, including as applicable:

- name of the food and a true description;
- list of ingredients;
- allergen declaration (Part 8);
- vegetarian or non-vegetarian declaration, and egg declaration (Part 7);
- nutritional information where required;
- net quantity;
- storage instructions and shelf life or recommended consumption period;
- name and address of the food business operator and brand owner;
- FSSAI licence or registration number;
- maximum retail price for pre-packaged food; and
- country of origin for imported food.

For food sold online, the batch or lot number, date of manufacture or packing, and expiry, use-by or best-before date need not be shown before sale, but must appear on the product or its label as delivered (regulation 4(2) of the Food Safety and Standards (Labelling and Display) Regulations, 2020 (the "**Labelling Regulations**")).

6.2 Principal display panel image

For pre-packaged food, the Food Seller must provide a clear and legible image of the principal display panel of the label, so that customers can see it before buying.

DRAFT — FOR LEGAL REVIEW

6.3 Claims must be true and match the label

Every claim on the Platform — including "fresh", "homemade", "eggless", "sugar-free", "no added sugar", "organic", "gluten-free", "preservative-free", "high protein" or any health claim — must be true, permitted by food law and supported by the product's physical label. Claims that do not appear on, or that go beyond, the label must not be made online. Organic claims must meet the applicable organic food regulations.

6.4 Images

Product images must fairly represent the product as delivered. Where a made-to-order product will vary in appearance, the listing must say so. Stock images that do not represent the Food Seller's own product are not permitted.

6.5 Listing review

Daily Flowers reviews every food listing before publication and may refuse, suspend or require correction of any listing that is incomplete, inconsistent with the FSSAI Credential, or non-compliant with food law or this Policy.

Part 7 — Vegetarian, Non-Vegetarian and Egg Declarations

7.1 Symbols

Every food product must be declared as vegetarian or non-vegetarian using the symbols prescribed by regulation 5(4) of the Labelling Regulations:

- **Vegetarian** — a green-colour filled circle inside a square with a green outline; and
- **Non-vegetarian** — a brown-colour filled triangle inside a square with a brown outline.

The Platform displays the symbol that the Food Seller declares for each listing. Pre-packaged food must also carry the symbol on its label.

7.2 What makes food non-vegetarian

Food is non-vegetarian if it contains any ingredient, food additive or processing aid of animal origin, including egg, gelatine, animal rennet, certain colours or other animal-derived substances, other than milk, milk products, honey, beeswax, carnauba wax or shellac. Food Sellers must check bought-in components (such as fillings, glazes, decorations and colours) as well as their own recipe.

DRAFT — FOR LEGAL REVIEW

7.3 Egg

Where egg is the only non-vegetarian ingredient, the Food Seller must say so in addition to using the non-vegetarian symbol, so that customers who eat egg can choose accordingly. A product may be described as "eggless" only if no egg or egg-derived ingredient is used in any part of it and the Food Seller has controls to prevent accidental use of egg-containing batters, fillings, utensils or equipment.

7.4 Serious nature of errors

Supplying non-vegetarian food, or food containing egg, to a customer who ordered vegetarian or eggless food is treated as a critical food incident under Part 13, because it may cause serious distress and may breach religious or dietary requirements, in addition to being a misbranding under food law.

Part 8 — Allergens

8.1 Allergens that must be declared

Food Sellers must declare, for every product, the presence of any of the following, in the form required by regulation 5(14) of the Labelling Regulations ("Contains ..."):

1. cereals containing gluten (wheat, rye, barley, oats, spelt or their hybridised strains and products), declared by the name of the cereal;
2. crustaceans and their products;
3. milk and milk products;
4. eggs and egg products;
5. fish and fish products;
6. peanuts, tree nuts and their products;
7. soybeans and their products; and
8. sulphite at the concentration specified in the Labelling Regulations,

and any further allergen that FSSAI may prescribe.

8.2 Cross-contamination

DRAFT — FOR LEGAL REVIEW

Where an allergen may be present because of cross-contamination (for example, nuts handled in the same kitchen), the Food Seller must declare it as "May contain ...".

8.3 Allergen control at the premises

Food Sellers must identify and store allergen-containing ingredients so as to prevent cross-contact, clean equipment between products, and train staff accordingly, as Schedule 4 to the Licensing Regulations requires.

8.4 Customer allergy notes

Where a customer adds an allergy or dietary note to an order, Daily Flowers passes it to the Food Seller. The Food Seller must read it before preparation and must decline the order, or raise the issue with Daily Flowers before starting, if it cannot safely meet the note. A Food Seller must never claim that a product is free from an allergen unless it can assure that claim.

8.5 Customers with allergies

Daily Flowers will display allergen information prominently and will advise customers with allergies to read it and to contact customer support before ordering if in doubt. Allergen information depends on the accuracy of what the Food Seller declares, and Daily Flowers acts on any report of an inaccurate declaration as a food incident.

Part 9 — Labelling, Legal Metrology and Made-to-Order Information

9.1 Pre-packaged food

Pre-packaged food must be labelled in accordance with the Labelling Regulations, including: name of food; ingredients; nutritional information; veg or non-veg symbol; food additives; allergens; name and complete address of the brand owner and, if different, the manufacturer or packer; FSSAI logo and licence number; net quantity; "date of manufacture or packing" and "expiry" or "use by" date (with "best before" permitted as additional information); batch or lot number; storage instructions; and country of origin for imports. Declarations must be in English or Hindi (Devanagari), with other languages permitted in addition. The exemptions in regulation 8 of the Labelling Regulations for small packages and short-shelf-life products apply only as stated there.

9.2 Legal Metrology declarations

DRAFT — FOR LEGAL REVIEW

Where pre-packaged food is a pre-packaged commodity under the Legal Metrology (Packaged Commodities) Rules, 2011, the package must also carry the declarations those Rules require (including name and address of the manufacturer or packer, 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, and consumer care details), and the Food Seller must supply them to Daily Flowers for display on the Platform as those Rules require of e-commerce entities. The Platform selling price must not exceed the maximum retail price.

9.3 Made-to-order food

Freshly made cakes and other made-to-order food must be accompanied (on the box, a sticker or a card) by at least: the Food Seller's name and FSSAI licence or registration number; the product name; the veg or non-veg symbol (and egg statement where relevant); allergen information; the date of preparation; and storage and consumption instructions.

9.4 No relabelling

Food Sellers must not relabel, over-sticker or alter any date mark, batch number or mandatory declaration.

Part 10 — Freshness and Remaining Shelf Life at Delivery

10.1 Fresh food

Made-to-order food and food prepared for immediate consumption must be freshly prepared for the order and delivered fresh.

10.2 Other food

Every other food product delivered through the Platform must have, at the time of delivery to the customer, the minimum remaining shelf life that food law requires — currently stated by FSSAI as thirty per cent of shelf life or forty-five days before expiry — together with any higher standard Daily Flowers sets for a category.

10.3 Stock rotation

Food Sellers must operate first-expiry-first-out stock rotation and must never supply food that is past, or will pass during delivery, its expiry or use-by date.

DRAFT — FOR LEGAL REVIEW

Part 11 — Hygiene, Premises and Food Safety Management

11.1 Schedule 4 standards

Every Food Seller must comply with the general hygienic and sanitary practices in Schedule 4 to the Licensing Regulations applicable to its kind of business, and, where it prepares food for service or catering, with the specific good hygienic and manufacturing practices for catering and food service operations in that Schedule. In summary, these cover:

1. **Establishment design and facilities** — location away from contamination sources; premises, equipment, water supply, drainage, waste disposal, lighting, ventilation and storage designed for hygiene and easy cleaning.
2. **Control of operation** — procurement from reliable, traceable sources; incoming checks; storage at correct temperatures; segregation of raw and cooked food and of allergen-containing ingredients; temperature control during preparation, holding and transport; prevention of physical, chemical, microbiological and allergen contamination; quality control; product information; traceability and recall.
3. **Maintenance and sanitation** — cleaning and sanitation programmes; pest control; waste management.
4. **Personal hygiene** — health status and medical fitness of food handlers; exclusion of ill handlers; hand washing; clean protective clothing and head covering; no smoking, spitting, chewing or eating in food areas.
5. **Training and supervision** — food-hygiene training of all food handlers, periodic refresher training, and supervision by a trained food safety supervisor where required (including training under FSSAI's food safety training and certification programme).
6. **Audit, documentation and records** — periodic self-evaluation, and records of incoming materials, cleaning, pest control, temperature control, water testing, medical examinations, training, traceability and recall.

11.2 Records

Food Sellers must keep the records that Schedule 4 and their licence conditions require, and produce them to Daily Flowers or an authority on request. Records relating to products sold through the Platform must be kept for at least [TO BE CONFIRMED BY MANAGEMENT], or longer if food law requires.

11.3 Water, pests and waste

DRAFT — FOR LEGAL REVIEW

Water used in food or for cleaning food-contact surfaces must be potable. Premises must be kept free of pests through a documented pest-control programme. Waste must be stored in covered bins and removed regularly.

Part 12 — Packaging, Storage and Delivery Handling

12.1 Packaging

Food must be packed in clean, food-grade packaging that complies with the Food Safety and Standards (Packaging) Regulations, 2018. **Newspaper or other printed waste paper must never be used** to wrap, line, cover, serve or absorb oil from food. Packaging must protect food from contamination, crushing, moisture and temperature abuse in normal handling and delivery. Outer packages must be sealed with tamper-evident seals where Daily Flowers requires it.

12.2 Food and non-food items

Food must be packed and carried separately from non-food items — including flowers, plants, gifts and household items — to avoid cross-contamination.

12.3 Cold chain

Products requiring refrigeration must be held under refrigeration until handover and packed for the expected delivery time (for example, insulated boxes or cool packs). Packages must be marked "Keep refrigerated", "Keep upright" or "Fragile" where relevant.

12.4 Delivery personnel

Daily Flowers requires delivery partners who carry food for it to:

1. be trained in safe food handling and personal hygiene, including hand hygiene and sanitisation;
2. use clean, closed and, where required, insulated carriers kept only for delivery use and cleaned regularly;
3. keep food separate from non-food items and from anything that could contaminate it;
4. never open, tamper with or consume any part of an order; and
5. report any damaged seal, spillage or temperature concern immediately.

DRAFT — FOR LEGAL REVIEW

Food Sellers that deliver their own orders (where Daily Flowers has permitted this) must meet the same standards.

Part 13 — Customer Complaints

13.1 How customers complain

Customers may raise food complaints through the Platform, by email to support@dailyflowersai.com or through the other channels listed in the Grievance Redressal Policy. Customers may also contact the food safety authorities directly, including through FSSAI's consumer grievance channels; nothing in this Policy discourages them from doing so.

13.2 What Daily Flowers does

Daily Flowers will:

1. register each complaint and give the customer a reference number;
2. acknowledge the complaint within forty-eight hours and aim to redress it within one month of receipt, as the E-Commerce Rules require;
3. forward complaints about the quality, safety, labelling or efficacy of food to the Food Seller without delay, with the information needed to investigate;
4. request evidence where appropriate (for example, photographs of the product, packaging, label and batch number) and ask the customer to retain the product and packaging where a safety issue is alleged; and
5. decide the customer-facing resolution (refund, replacement or credit) under the Refund Policy and Replacement Policy.

13.3 What the Food Seller does

The Food Seller must acknowledge and respond to each forwarded complaint within the times set in its agreement, investigate the cause, keep a record of the investigation and outcome, take corrective action, and cooperate with the customer and Daily Flowers to resolve it. Each Food Seller must appoint a grievance officer for consumer complaints, as required by rule 6(4)(b) of the E-Commerce Rules.

13.4 Complaints that are food incidents

DRAFT — FOR LEGAL REVIEW

A complaint that suggests illness, injury, an allergic reaction, an undeclared allergen, a veg/non-veg or egg error, foreign matter, tampering, spoilage or any other risk to health must be escalated as a food incident under Part 14.

Part 14 — Food Incidents

14.1 What is a food incident

A food incident is any actual or reasonably suspected event in which food sold through the Platform is or may be unsafe, contaminated, adulterated, sub-standard, misbranded, tampered with, mislabelled as to allergens or veg/non-veg status, stored or carried outside safe conditions, or linked to illness, injury or an allergic reaction. It also includes any regulatory notice, adverse sampling result, prohibition or recall affecting a Food Seller or its products.

14.2 Severity classes

Severity	Examples	Immediate action
Critical	Illness, injury or allergic reaction reported; undeclared allergen; egg or non-veg supplied against an eggless or veg order; dangerous foreign matter; suspected tampering; regulatory prohibition or recall	Listing suspended at once; affected orders held or cancelled; affected persons advised to seek medical care; Food Seller informs the authority where required
Major	Spoilage; temperature abuse; wrong veg/non-veg declaration without consumption; mandatory label error; adverse sampling result	Listing suspended until corrected; affected batch or lot withdrawn
Moderate	Non-injurious foreign matter; packaging failure exposing food; repeated freshness complaints	Investigation and corrective action; listing may be suspended if repeated
Minor	Cosmetic defects with no safety effect	Recorded and corrected

DRAFT — FOR LEGAL REVIEW

14.3 Escalation timelines

Step	Timeline
Food Seller notifies Daily Flowers of a critical incident	[TO BE CONFIRMED BY MANAGEMENT]
Food Seller notifies Daily Flowers of a major incident	[TO BE CONFIRMED BY MANAGEMENT]
Daily Flowers notifies Food Seller of an incident it learns of first	Without delay, and in any event within [TO BE CONFIRMED BY MANAGEMENT]
Food Seller's initial investigation report	[TO BE CONFIRMED BY MANAGEMENT]
Food Seller's root-cause and corrective-action report	[TO BE CONFIRMED BY MANAGEMENT]
Internal escalation within Daily Flowers to the compliance lead and management	[TO BE CONFIRMED BY MANAGEMENT]

14.4 Principles

1. **People first.** Where anyone may have suffered illness, injury or an allergic reaction, the priority is their safety. Daily Flowers and the Food Seller will advise them to seek medical care and will never discourage them from doing so or from contacting the authorities.
2. **Stop the risk.** Affected listings are suspended, affected orders are held or cancelled, and suspect product is withdrawn.
3. **Preserve evidence.** The Food Seller keeps retained samples, packaging, batch records and preparation records; Daily Flowers keeps order, handoff and delivery records and customer evidence.
4. **Investigate and correct.** The Food Seller investigates the root cause and implements corrective and preventive action; Daily Flowers reviews it before reinstating the listing.
5. **Report as required.** The Food Seller informs the competent authority where section 28 of the FSS Act requires it; Daily Flowers cooperates and makes any report that the law requires of it.
6. **Communicate responsibly.** Public statements are coordinated where possible, but neither Daily Flowers nor the Food Seller will delay a statement needed to protect public health.

DRAFT — FOR LEGAL REVIEW

Part 15 — Recalls and Withdrawals

15.1 Food Seller's duty

Under section 28 of the FSS Act, a food business operator that considers or has reason to believe that food it has processed, manufactured or distributed does not comply with food law must immediately withdraw it from the market and from consumers, state the reason, and inform the competent authorities; and one that believes food it has placed on the market may be unsafe must immediately inform and cooperate with the authorities. Food Sellers must maintain a recall plan under the Food Safety and Standards (Food Recall Procedure) Regulations, 2017 appropriate to their business.

15.2 Daily Flowers' actions on a recall

On learning of a recall or withdrawal affecting food sold on the Platform, Daily Flowers will:

1. delist the affected products immediately;
2. identify, from its order records, the orders and customers who received the affected batch or lot or product;
3. notify affected customers, at the Food Seller's request or where Daily Flowers considers it necessary to protect them, with instructions on what to do and how they will be refunded;
4. cooperate with the Food Seller and the authorities in tracing and retrieving product; and
5. keep records of the recall actions taken.

15.3 Platform-initiated withdrawal

Daily Flowers may itself withdraw a product from the Platform where it reasonably believes that the product is non-compliant or unsafe, even if the Food Seller disagrees.

Part 16 — Cooperation with Food Safety Officers and Other Authorities

16.1 Inspections and sampling

Food sold through e-commerce is liable to sampling at any point in the supply chain. Food Sellers, delivery partners and Daily Flowers will each allow and cooperate with inspections, sampling and enquiries by Food Safety Officers, Designated Officers, Commissioners of Food Safety and FSSAI, and will not obstruct them or provide false information.

DRAFT — FOR LEGAL REVIEW

16.2 Requests for information

Daily Flowers will respond to lawful requests from food safety authorities for information about Food Sellers, products, orders, complaints and recalls, and may do so without the Food Seller's consent where the law requires or permits. Where lawful, Daily Flowers will tell the Food Seller of the request.

16.3 Notices received by Food Sellers

A Food Seller must inform Daily Flowers promptly of any inspection finding, improvement notice, sampling result, prohibition order or other regulatory action that affects products sold through the Platform.

Part 17 — Monitoring and Audits by Daily Flowers

Daily Flowers monitors food safety on the Platform through:

1. daily credential validity checks (Part 5);
2. listing reviews (Part 6);
3. complaint and incident trends by Food Seller and product;
4. periodic document re-verification under the Partner Compliance & Documentation Policy;
5. announced audits of Food Sellers' premises and records, and unannounced audits after a food incident, carried out by Daily Flowers or an auditor it appoints; and
6. test orders to check product, packaging and labelling.

The frequency of routine audits is [TO BE CONFIRMED BY MANAGEMENT] and may be risk-based. An audit by Daily Flowers does not replace any inspection or audit required by law.

Part 18 — Consequences of Non-Compliance

Situation	Consequence
FSSAI Credential missing, expired, suspended or cancelled	Automatic suspension of affected food listings and new food orders (Part 5)

DRAFT — FOR LEGAL REVIEW

Listing missing mandatory information, or with an unsupported claim	Listing not published or suspended until corrected
Critical food incident	Immediate suspension of affected listings; possible suspension of the Food Seller pending investigation
Repeated major or moderate incidents	Suspension of the Food Seller after notice; possible termination
False or forged documents, or deliberate misdeclaration of allergens or veg/non-veg status	Immediate suspension and termination; report to authorities where appropriate
Failure to cooperate with an investigation, recall or authority	Suspension and possible termination

Except where immediate action is needed to protect customers or comply with law, Daily Flowers will give the Food Seller written reasons and an opportunity to respond before suspending it. Where it acts immediately, it will give reasons as soon as practicable afterwards. Suspended listings are reinstated once the cause has been resolved to Daily Flowers' reasonable satisfaction.

Part 19 — Governance of this Policy

19.1 Ownership

This Policy is owned by the Daily Flowers compliance function, with the food safety lead designated by management: [NAME / DESIGNATION / CONTACT — TO BE CONFIRMED].

19.2 Review

This Policy will be reviewed at least [TO BE CONFIRMED BY MANAGEMENT], and whenever FSSAI issues new regulations, directions or advisories relevant to e-commerce food businesses.

19.3 Changes

Daily Flowers will publish changes on the Platform and notify Food Sellers. Where a change materially affects a Food Seller's obligations, it will be notified in advance except where required immediately by law or to protect public health.

19.4 Contact

DRAFT — FOR LEGAL REVIEW

Questions about this Policy: support@dailyflowersai.com. Grievance Officer: [NAME / DESIGNATION / CONTACT — TO BE CONFIRMED].

Annexure — Legal basis and review notes

A. Statutes, regulations and guidance relied on

Instrument	Provision(s) relied on	Part(s)
Food Safety and Standards Act, 2006	s. 26 (FBO responsibilities); s. 27 (liability of manufacturers, packers, sellers); s. 28 (food recall); s. 31 (licensing and registration, including s. 31(9) continuation pending renewal); s. 32 (improvement notices); s. 38 (Food Safety Officer powers); s. 63 (business without licence)	3, 5, 14, 15, 16
FSS (Licensing and Registration of Food Businesses) Regulations, 2011	Schedule 4 (Part II general hygienic and sanitary practices, including traceability and recall; Part V catering and food service); regulation 2.2 (e-commerce FBOs) as operationalised by FSSAI directions (latest reviewed 19 July 2024)	2, 3, 10, 11
FSSAI Order — Guidelines for Operations of E-Commerce Food Business Operators (February 2017)	Seller licensing and display; seller agreement; pre-purchase information; Schedule 4 hygiene; complaint handling; delisting	2, 6, 13, 15

DRAFT — FOR LEGAL REVIEW

FSSAI Advisory for E-commerce FBOs (3 December 2024)	Trained delivery staff; food and non-food delivered separately; online claims to match label; minimum shelf life at delivery; display of licence and hygiene rating; no listing without valid licence	2, 6, 10, 12
FSSAI order on FSSAI number on invoices and bills (June 2021, effective 1 October 2021)	Display of licence or registration number on bills	3
FSS (Labelling and Display) Regulations, 2020 (compendium version VIII, 9 September 2025)	reg. 4(2); reg. 5(4); reg. 5(9)–(10); reg. 5(14); reg. 8; reg. 9 (including 9(5))	6, 7, 8, 9
FSS (Packaging) Regulations, 2018	Food-grade packaging; prohibition of newspaper (reiterated in FSSAI press release, 27 September 2023)	12
FSS (Food Recall Procedure) Regulations, 2017	Recall plan and procedure	15
Legal Metrology Act, 2009; Legal Metrology (Packaged Commodities) Rules, 2011	Package declarations; e-commerce display	9
Consumer Protection Act, 2019; Consumer Protection (E-Commerce) Rules, 2020	Grievance officer; acknowledgement within 48 hours and redressal within one month; seller grievance officer (rule 6(4)(b)); display of seller information	1, 13

B. Open review points

1. Status of the operationalised e-commerce provisions of the Licensing Regulations and whether Daily Flowers requires its own Central licence — regulatory requirement / open question.

DRAFT — FOR LEGAL REVIEW

2. Treatment of renewal applications pending under s. 31(9) FSS Act — legal requirement / business assumption.
3. Application of the "30 per cent or 45 days" remaining shelf-life rule to short-shelf-life products — interpretive.
4. Minimum mandatory labelling for made-to-order bakery products — interpretive.
5. Any FSSAI directions or advisories issued after 3 December 2024 for e-commerce food platforms (including follow-up to FSSAI's July 2025 engagement) that should be reflected — open question; the research register notes that no formal instrument from that engagement was located.
6. Reminder intervals, incident timelines, record retention and audit frequency — business decisions pending management approval.

DRAFT — FOR LEGAL REVIEW