DAILY FLOWERS INDIA PVT. LTD.

Daily Flowers Replacement Policy

Version 1.0.0 Status: Draft Effective: Not yet in force

Applies to: Customers and gift recipients — anyone reporting a problem with flowers, food or a gift ordered on the Daily Flowers platform

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Part 1 — About this Policy

1.1 Who we are

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

1.2 Purpose

We want every delivery to arrive fresh, correct and on time. When something goes wrong, this Policy explains:

1. what counts as a problem we will put right, for each product category;
2. how and by when to tell us;
3. what information helps us decide quickly;
4. how we decide; and
5. the remedies available — replacement, redelivery, full or partial refund, or Daily Flowers Credit.

This Policy is part of the Customer Terms & Conditions and should be read with the Refund Policy, Cancellation Policy, Delivery / Shipping Policy and (for subscribers) Subscription Terms. It does not reduce any right or remedy you have under the Consumer Protection Act, 2019, the Consumer Protection (E-Commerce) Rules, 2020, the Food Safety and Standards Act, 2006 or any other law.

1.3 Our responsibility

Some products on the Platform are prepared by Daily Flowers from our own hub; others are prepared by independent flower partners or Food Partners, or sold and shipped by independent Marketplace Sellers. Whoever prepared or sold the item, **you raise your complaint with Daily Flowers, and Daily Flowers handles it with**

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you through to resolution. We then work out responsibility with the partner, seller or delivery provider under our separate agreements — that is never your concern and never a reason to delay your remedy.

1.4 Definitions

Words defined in the Cancellation Policy and Refund Policy have the same meaning here. In addition:

- "**Issue**" means any of the problems listed in Parts 3, 4 and 5.
- "**Reporting Window**" means the period after delivery within which an Issue with perishable products should be reported, as set out in paragraph 2.2.
- "**Replacement**" means a new delivery of the same (or, if you agree, an equivalent) product at no charge to you.
- "**Redelivery**" means delivering the original goods again, where they are still in good condition, after a failed or incomplete delivery.

Part 2 — How to report an Issue

2.1 Channels

Report an Issue:

1. from the order page in your account, using the "report a problem" option;
2. by replying to the delivery message we send by WhatsApp or SMS, where that option is shown; or
3. by writing to support@dailyflowersai.com with your order number.

If you are the recipient of a gift and do not have an account, you can report an Issue by replying to the delivery message you received or writing to the support address; we may need to contact the person who placed the Order before agreeing a remedy that involves a refund.

2.2 When to report

Product	Please report within
Fresh flowers and plants	[TO BE CONFIRMED BY MANAGEMENT] hours of delivery

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Cakes, bakery items and freshly made food	[TO BE CONFIRMED BY MANAGEMENT] hours of delivery, and before the item is substantially consumed
Marketplace gifts — damaged, wrong, missing, not as described	Within the return window shown on the product page ([TO BE CONFIRMED BY MANAGEMENT] days from delivery unless the product page states longer)
Missing delivery or partial delivery	[TO BE CONFIRMED BY MANAGEMENT] of the scheduled delivery date

These windows exist because flowers and fresh food change naturally after delivery, and the sooner we see an Issue the more accurately we can tell what caused it. We will still consider a report made after the window if there is a good reason for the delay — for example, where the recipient was away or the problem could not reasonably have been noticed earlier (such as a food item found to be spoiled on opening). A late report does not remove any right you have in law.

2.3 What to include

To help us decide quickly, please tell us:

1. your order number and the item concerned;
2. what the Issue is (for example, wilted stems, crushed box, wrong colour, missing item, cake damaged in transit, spoiled food, item broken);
3. **photographs** showing the Issue — for flowers, a photo of the whole arrangement and a close-up of the problem; for food, the item and its packaging, including any label; for gifts, the item, the outer parcel and the shipping label; and
4. for food concerns, whether anyone has been unwell, and whether you still have the item and packaging.

We may ask for more information or photographs if needed. We do not ask you to return fresh flowers or food.

2.4 Acknowledgement and reference number

Every report receives a reference number immediately so that you can track it. Reports concerning date-critical Orders, and reports that suggest a food-safety concern, are given priority.

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Part 3 — Fresh flowers and plants

3.1 Issues we will put right

We will provide a remedy where fresh flowers or plants:

1. arrive **wilted, bruised, broken, mouldy or not fresh**, or fail to open or last in a way that indicates they were not fresh when delivered (having regard to the care instructions provided);
2. are the **wrong product**, significantly wrong colour or variety, or noticeably fewer stems than the product specified;
3. arrive **damaged** in transit, including damaged vases, containers or packaging that affects the flowers;
4. are **missing** an item or add-on (message card, vase, chocolates or similar) that you paid for;
5. are **delivered late** — after the delivery date, or outside the delivery slot where the Delivery / Shipping Policy treats that as late; or
6. are **not delivered** at all, for a reason that is not your responsibility.

3.2 What is not an Issue

Flowers are a natural product. The following are not, on their own, Issues:

1. natural variation in colour, size, shape or bloom stage within the range described on the product page;
2. flowers delivered in bud where the product page says they are delivered in bud to open over the following days;
3. a substitution of individual stems or accessories of comparable value and quality, made because a specific variety was unavailable, in accordance with the Customer Terms & Conditions; and
4. deterioration caused by the flowers not being cared for as described in the care instructions (for example, left without water or in direct sun).

If you are unsure whether something is an Issue, please tell us anyway — we would rather look at it.

3.3 Remedies for flowers

Depending on the Issue, and taking your preference into account, we will offer one or more of:

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1. **Replacement** — a new arrangement of the same product (or an equivalent you agree to) delivered at no charge, in the next available slot or on a date you choose. Replacements are subject to flower availability and our delivery schedule; we cannot guarantee a same-day replacement, but for date-critical Orders we will treat replacement as our highest priority;
2. **Refund** — a full or partial refund to your Original Payment Method under the Refund Policy;
3. **Redelivery** — for a failed or late delivery where the flowers are still in good condition; or
4. **Daily Flowers Credit** — only if you choose it in place of a refund, or as an additional goodwill gesture.

Where the Issue is non-delivery, delivery after the delivery date, or a wholly wrong product, and you do not want a Replacement, **you are entitled to a full refund**.

Part 4 — Cakes, bakery items and other food

4.1 Issues we will put right

We will provide a remedy where a cake, bakery item or other food item:

1. is **wrong** — a different product, flavour, size, weight, design or message from what you ordered, or an item containing an ingredient you selected to exclude where that option was offered;
2. arrives **damaged** — for example a crushed or collapsed cake, or broken or leaking packaging;
3. is **spoiled, stale, contaminated or otherwise unsafe**, contains a foreign object, or is past its use-by or expiry date (or, for packaged food with a labelled expiry, delivered with less remaining shelf life than the law requires);
4. is **missing** from the delivery, or an accompanying item you paid for is missing;
5. is **delivered late** — after the delivery date, or so late within the day that the purpose of the Order was defeated where the Order was marked date-critical; or
6. is **not delivered**, for a reason that is not your responsibility.

4.2 Food cannot be returned

For hygiene and food-safety reasons, **food items cannot be returned or exchanged once delivered, and are not accepted back for a change of mind**. Where one of the Issues in paragraph 4.1 applies, you do not need

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to send the item back: please keep it (and its packaging and any label) until we have reviewed your report, in case we need to investigate further or send it for testing, and then dispose of it safely.

4.3 Food-safety concerns

If you believe a food item is unsafe, or anyone has become unwell after eating it:

1. stop eating it and seek medical advice where appropriate;
2. tell us immediately, keeping the item and packaging; and
3. we will escalate the report to the Food Partner and to our food-safety team at once, investigate, and cooperate with any regulatory inspection.

We may suspend the listing or the Food Partner while we investigate. You may also report the concern to the Food Safety and Standards Authority of India through its consumer grievance channels. Nothing in this Policy limits the liability of any person under the Food Safety and Standards Act, 2006 or the product-liability provisions of the Consumer Protection Act, 2019.

4.4 Allergens and dietary information

Allergen and dietary information is provided by the Food Partner on the product page. Because food is prepared in kitchens that may handle common allergens, trace amounts may be present unless the product page states otherwise. If you have a severe allergy, please check the product page and contact us before ordering.

4.5 Remedies for food

The remedies are the same as for flowers in paragraph 3.3: a Replacement (subject to the Food Partner's ability to prepare it in time), a full or partial refund, or Daily Flowers Credit if you choose it. For a spoiled, unsafe or wholly wrong item, or a non-delivery, **you are entitled to a full refund** if you do not want a Replacement.

Part 5 — Gifts from marketplace sellers

5.1 Issues we will put right

We will provide a remedy where a gift sold by a Marketplace Seller:

1. arrives **damaged** or broken;

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2. is the **wrong item**, or the wrong size, colour or variant;
3. is **not as described** on the product page — including missing features, materials or contents that were stated;
4. is **defective**, does not work, or is spurious or counterfeit;
5. is **missing** parts, accessories or items from a multi-item order; or
6. is **delivered late** from the delivery estimate stated at purchase (other than because of force majeure), or not delivered.

5.2 Return and remedy

Gifts are resolved through the return process in the Refund Policy. Depending on the Issue and your preference:

1. **Refund** — the item price and the original shipping charge, once the item is returned (or without a return where we decide that collecting the item is not sensible, for example because it is broken beyond use);
2. **Replacement** — where the seller has the same item in stock and you prefer a replacement, it is shipped at no charge once the return is approved; or
3. **Daily Flowers Credit** — only if you choose it.

Where a gift is returned because the seller was at fault, you do not bear the cost of shipping it back.

5.3 Warranties

Where a product carries a manufacturer's or seller's warranty or guarantee, the product page states it. Warranty claims after the return window are handled under the terms of that warranty, and we will help you contact the seller or manufacturer.

5.4 Change of mind

A change-of-mind return is not an Issue under this Policy; it is covered by the return rules in the Refund Policy and is available only for products marked returnable.

Part 6 — How we decide

6.1 Review

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A member of our customer support team reviews each report, looks at your photographs and description, and checks the Order's history — for example, when it was prepared, the quality checks recorded for it, how it was delivered and the delivery proof. For partner-prepared or seller-shipped items, we also ask the partner or seller for their account of what happened, but we do not wait indefinitely for a response.

6.2 Principles

1. **Benefit of reasonable doubt.** Where the evidence is balanced, we decide in your favour.
2. **Remedy proportionate to the Issue.** A problem affecting a few stems in a large arrangement may be resolved by a partial refund if you are content with that; a problem that defeats the purpose of the Order is resolved by a Replacement or full refund.
3. **Your preference counts.** We take your preferred remedy into account. Where you are entitled to a refund in law, we will not insist on a Replacement or credit instead.
4. **Consistency.** Similar Issues are resolved in similar ways.
5. **Separation of roles.** Larger refunds and credits are approved by a senior colleague who did not propose them, as a safeguard for customers and partners alike.

6.3 Timing

We aim to propose a resolution within **[TO BE CONFIRMED BY MANAGEMENT]** of receiving a complete report, and faster for date-critical Orders and food-safety concerns. In every case, if you raise the matter as a grievance, it will be acknowledged within forty-eight hours and resolved within one month.

6.4 Outcome

We tell you the outcome in writing (by message and in your account), including the remedy, any amount to be refunded or credited and how it was calculated, and — if we decline all or part of your request — the reasons and how to escalate.

6.5 Repeated claims

To protect everyone from misuse, we look at patterns of repeated claims. A repeated claim is reviewed more carefully, but it is never refused automatically; it is decided on its own evidence.

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Part 7 — Replacement, refund or credit — summary

Situation	Replacement	Full refund	Partial refund	Credit (your choice)
Flowers or food not delivered (not your responsibility)	Yes	Yes	—	Yes
Delivered after the delivery date	Yes	Yes	—	Yes
Wholly wrong product	Yes	Yes	—	Yes
Food spoiled, unsafe or past expiry	Yes	Yes	—	Yes
Flowers wilted or damaged — whole arrangement affected	Yes	Yes	—	Yes
Flowers partly damaged; arrangement otherwise acceptable to you	If you prefer	If you prefer	Yes	Yes
Missing add-on or accessory	Missing item sent, if feasible	For that item	Yes	Yes
Marketplace gift damaged, wrong, defective or not as described	Yes, if in stock	Yes, including shipping	—	Yes
Natural variation or permitted substitution only	—	—	—	Goodwill only, at our discretion

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Part 8 — Replacements for subscription deliveries

For subscription deliveries, the same rules apply to each delivery. A Replacement is an extra delivery at no charge and does not use up one of your scheduled deliveries. If you prefer, we can refund the affected delivery instead, or credit it to your account if you choose credit.

Part 9 — Help, complaints and changes

9.1 Help

Write to support@dailyflowersai.com or use the help option in your account.

9.2 Grievance Officer

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

9.3 Changes

We may update this Policy. The version in force at the time of your Order applies to it, except where a later version is more favourable to you.

Schedule — Values to be confirmed by management

Item	Paragraph	Value
Reporting window — fresh flowers and plants	2.2	[TO BE CONFIRMED BY MANAGEMENT] hours (OD-042)
Reporting window — cakes and fresh food	2.2	[TO BE CONFIRMED BY MANAGEMENT] hours (OD-042)

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Reporting window — missing or partial delivery	2.2	[TO BE CONFIRMED BY MANAGEMENT]
Marketplace return window	2.2, 5.2	[TO BE CONFIRMED BY MANAGEMENT] days
Target time to propose a resolution	6.3	[TO BE CONFIRMED BY MANAGEMENT]

Annexure — Legal basis and review notes

A. Laws and instruments relied on

Instrument	Year	Provision	Relevance
Consumer Protection Act	2019	s.2(9) (consumer rights); s.2(10) (defect); s.2(11) (deficiency); s.2(46) (unfair contract); s.2(47)(viii) (refusal to take back defective goods); Chapter VI (product liability)	Minimum remedies; limits on time bars
Consumer Protection (E-Commerce) Rules (G.S.R. 462(E))	2020	Rule 4(4)–(5) (grievance officer, 48 hours / one month); Rule 5(3)(b)–(c) (ticket number; return, refund, exchange, warranty information); Rule 6(3), 7(4) (no refusal to take back or refund defective, not-as-described or late goods, save force majeure)	Remedies and process

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Food Safety and Standards Act	2006	Food business operator responsibilities; licensing and registration	Food complaints, safety escalation
FSSAI advisory to e-commerce food business operators on remaining shelf life at delivery	2024	Minimum remaining shelf life at delivery	Packaged food with labelled expiry (to be confirmed)
Legal Metrology (Packaged Commodities) Rules	2011	Rule 6(10) (declarations on e-commerce platforms)	"Not as described" for packaged gifts and food
Digital Personal Data Protection Act	2023	Purpose limitation; notice	Complaint photographs and evidence

B. Open review points

1. **Reporting windows** (business decision OD-042 / legal requirement): confirm values and the "good reason" extension.
2. **Stated delivery schedule** (open question): whether a delivery on the correct date but outside the slot is "late" for Rule 6(3)/7(4).
3. **FSSAI shelf-life direction** (regulatory requirement): confirm current instrument and applicability.
4. **Daily Flowers' FSSAI status** (open question): whether Daily Flowers requires its own FSSAI licence as an e-commerce FBO for the food vertical.
5. **Recipient-initiated complaints** (recommended protection): confirm whether refunds may be agreed with a recipient or only with the payer.

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