

DAILY FLOWERS INDIA PVT. LTD.

Daily Flowers Gift Seller / Marketplace Seller Agreement

Version 1.0.0 Status: Draft Effective: Not yet in force

Applies to: Gift Sellers — independent businesses anywhere in India that list their own gift products on the Daily Flowers marketplace and ship them to customers by courier

DRAFT — FOR LEGAL REVIEW

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This Gift Seller / Marketplace Seller Agreement (the "**Agreement**") is entered into between:

1. **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**", which expression includes its successors and permitted assigns); and
2. **The person or business entity identified as the seller in the Seller Registration** completed on the Platform, acting through its authorised representative (the "**Seller**", which expression includes its successors and permitted assigns).

Recitals

A. Daily Flowers operates an online marketplace at <https://dailyflowersai.com> and associated applications on which independent sellers located anywhere in India offer gift products to customers across India, alongside fresh flowers and food offered by other network participants.

B. The Seller carries on an independent business of selling gift products that it owns or is authorised to sell, and wishes to offer them to customers through the marketplace.

C. The marketplace is a genuine multi-seller marketplace: each Seller owns and controls its own inventory, catalogue information and seller-side pricing, and ships its own orders, while Daily Flowers provides the marketplace, governs participation and operates the customer-facing checkout, payment collection, customer service and settlement.

The Parties therefore agree as follows.

Part 1 — Definitions and Interpretation

1.1 Definitions

- **"Applicable Law"** means all laws, rules, regulations, notifications, orders, binding directions and judgments in force in India that apply to a Party, to the Products or to the activities under this Agreement, as amended from time to time.
- **"Catalogue Information"** means all information about a Product supplied by or for the Seller, including title, description, images, specifications, variants, price, maximum retail price, stock, dispatch time, country of origin, manufacturer, packer or importer details, warranty terms, return eligibility and all declarations required by Applicable Law.
- **"Commercial Schedule"** means Schedule 1 and any commercial terms issued by Daily Flowers through the Platform and accepted by the Seller.
- **"Commission"** means the marketplace commission, margin and fees payable to or retained by Daily Flowers under the Commercial Schedule.
- **"Counterfeit Product"** means any product that bears, without authorisation, a trade mark identical with or deceptively similar to a registered or well-known trade mark, or that imitates the get-up of another's product so as to pass it off as that product, or that is presented as genuine or original when it is not.
- **"Customer"** means a person who purchases a Product through the Platform, and where the context requires includes the recipient named by that person.
- **"Customer Data"** means all information, including Personal Data, relating to a Customer, a recipient or an Order that the Seller receives through the Platform.
- **"Dispatch"** means handing an Order, correctly packed and labelled, to a courier, with a valid tracking reference recorded on the Platform.
- **"Dispatch Time"** means the period within which the Seller must Dispatch an Order after it is placed, as declared on the Listing within the limits permitted by the Platform and Schedule 2.
- **"Gross Order Value"** means the total amount payable by the Customer for the Products in an Order sold by the Seller, including applicable taxes and shipping charges attributable to the Seller's Products, before discounts, refunds or deductions.

- **"Listing"** means a Product page on the Platform identifying the Seller as the seller.
- **"Order"** means a confirmed and paid Customer order for one or more of the Seller's Products.
- **"Payment Aggregator"** means the payment aggregator or gateway, authorised or permitted by the Reserve Bank of India, that Daily Flowers engages to collect Customer payments, currently Razorpay, or any replacement notified by Daily Flowers.
- **"Personal Data"** has the meaning given in the Digital Personal Data Protection Act, 2023.
- **"Platform"** means the Daily Flowers website, mobile applications, seller portal, communication channels and related technology.
- **"Policies"** means the policies published on the Platform and incorporated under Clause 2.5.
- **"Products"** means the gift products that the Seller is approved to list, excluding fresh flowers and food unless separately approved under the relevant Daily Flowers agreement.
- **"Return Window"** means the period after delivery within which a Customer may request a return, as configured on the Platform and displayed on the Listing and in the Daily Flowers Refund Policy.
- **"Seller Account"** means the Seller's secured account and seller portal on the Platform.
- **"Seller Registration"** means the application, identity, tax, business and bank information and documents submitted by the Seller.
- **"Settlement Statement"** means the statement issued to the Seller for each Settlement Cycle under Part 10.
- **"Settlement Cycle"** means the period specified in the Commercial Schedule for which settlement is calculated.

1.2 Interpretation

1. Headings do not affect interpretation; "including" is illustrative; references to laws include amendments and replacements.
2. The Schedules and Annexure form part of this Agreement. In case of conflict: (a) this Agreement's main body; (b) the Commercial Schedule; (c) other Schedules; (d) the Policies — but nothing permits either Party to act contrary to Applicable Law.
3. Where a value is "specified in the Commercial Schedule" or "in Schedule 2" but has not been specified and accepted, the related right or obligation does not apply until it is, except where Applicable Law independently imposes a time limit or standard.

Part 2 — The Marketplace Relationship

2.1 Appointment

Subject to verification under Part 4 and acceptance of this Agreement, Daily Flowers admits the Seller to the marketplace, entitling it to list approved Products and receive Orders from Customers anywhere in India to which it is able to ship.

2.2 The Seller is the seller of the Products

1. The Seller is the seller of each Product sold through its Listings. Title to and risk in the Products remain with the Seller until delivery to the Customer. The contract of sale for each Order is between the Seller and the Customer.
2. Daily Flowers acts as a marketplace e-commerce entity: it provides the technology platform, facilitates transactions between the Seller and Customers, collects payment on the Seller's behalf, and provides customer service and grievance redressal. Daily Flowers does not own, hold or take title to the Seller's inventory.

2.3 Independent business; no brand licence

1. The Seller is an independent business. Nothing in this Agreement creates a partnership, franchise, joint venture, agency (other than the limited collection authority in Part 9), or employment relationship.
2. The Seller receives no licence to use the Daily Flowers name, trade marks, logos or trade dress, other than to state accurately that its Products are "available on Daily Flowers" in the manner Daily Flowers approves. The Seller must not suggest that it is owned, operated, endorsed or specially preferred by Daily Flowers.
3. The Seller may sell through other channels, subject to Part 17 (Non-circumvention) and Part 16 (Confidentiality).

2.4 Daily Flowers' legal duties are not excluded

This Agreement allocates responsibility between the Parties. It does not reduce any obligation that Applicable Law imposes on Daily Flowers as an e-commerce entity or intermediary, including under the Consumer Protection Act, 2019, the Consumer Protection (E-Commerce) Rules, 2020, the Legal Metrology (Packaged

Commodities) Rules, 2011, the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023. Daily Flowers will meet those obligations towards Customers and regulators irrespective of the allocation between the Parties.

2.5 Policies incorporated

The following, as published on the Platform and amended from time to time, form part of this Agreement: the Daily Flowers General Marketplace Seller Policy (including its prohibited and restricted products rules and enforcement ladder); the Daily Flowers Seller Code of Conduct; the Daily Flowers E-Commerce / Marketplace Seller Compliance Policy (once published); the Daily Flowers Partner Compliance & Documentation Policy; and the customer-facing Cancellation, Refund, Replacement and Delivery / Shipping policies insofar as they describe outcomes the Seller must support.

Part 3 — Roles and Responsibilities

3.1 Daily Flowers

Daily Flowers will:

1. provide and maintain the marketplace, seller portal and checkout, using reasonable efforts to keep them available;
2. provide discovery, search, catalogue display and checkout, applying ranking parameters that it discloses as required by Applicable Law and labelling any sponsored placement clearly;
3. review Listings for compliance before publication and govern the marketplace through the Policies;
4. collect Customer payments through the Payment Aggregator and apply them under Part 10;
5. run platform promotions, recording for each whether it is platform-funded, Seller-funded or shared-funded;
6. coordinate delivery by sending Customers shipment notifications and the tracking information the Seller records, and, where the Commercial Schedule so provides, by offering Daily Flowers-arranged courier services;
7. operate customer service and the grievance redressal mechanism, and process refunds;
8. calculate and deduct the agreed Commission and statutory deductions, and settle Seller proceeds; and
9. meet its own obligations under Applicable Law.

3.2 The Seller

The Seller will, at its own cost and risk:

1. own, or be authorised to sell, all Products it lists, and manage its inventory;
2. provide complete, accurate and lawful Catalogue Information and keep it current;
3. set seller-side prices in accordance with Part 6;
4. accept and fulfil every Order it receives, unless Clause 7.3 applies;
5. pack Products securely and appropriately for courier transit;
6. Dispatch within the Dispatch Time with valid tracking;
7. ensure Products are genuine, safe, compliant, of the quality described and fit for purpose;
8. handle returns, replacements and warranty claims under Part 8;
9. cooperate with Daily Flowers on complaints and grievances;
10. issue compliant tax documents and meet its tax obligations under Part 11; and
11. comply with Applicable Law and the Policies.

Part 4 — Onboarding and Verification

4.1 Verification

The Seller will not be activated, and no Listing will be published, until Daily Flowers has verified:

1. the Seller's PAN and, since the Seller will make inter-State supplies by shipping across India, its GSTIN, unless the Commercial Schedule records an adviser-approved exception;
2. the Seller's legal identity, constitution, registered and pick-up addresses, and authorised signatory;
3. a bank account in the Seller's own name for settlement;
4. the documents in Schedule 3, including category-specific licences, authorisations and certifications; and
5. electronic acceptance of this Agreement under Part 26.

4.2 Changes

The Seller must update the Seller Account within the time specified in Schedule 2 after any change to the information verified. Changes to bank details take effect only after re-verification.

4.3 Category approval

Certain categories (including branded goods, electronics, toys, cosmetics, packaged food, and any restricted category in the General Marketplace Seller Policy) require separate approval and supporting documents, such as brand-owner authorisation, BIS licence or registration, or FSSAI licence or registration. Food products, including packaged confectionery in gift hampers, may be listed only if the Seller holds a valid FSSAI licence or registration appropriate to its activity and meets the Daily Flowers Food Safety & FSSAI Compliance Policy; Daily Flowers will not publish food listings where the licence is missing or expired.

4.4 No guarantee of sales

Daily Flowers does not guarantee any volume or value of sales, visibility, ranking or traffic.

Part 5 — Catalogue, Listings and Product Information

5.1 Catalogue accuracy

The Seller is responsible for the accuracy and completeness of all Catalogue Information. Each Listing must:

1. describe the Product truthfully, including material, size, weight or volume, colour, contents of sets or hampers, and any limitation;
2. use images of the actual Product (not of a different or superior product), without misleading editing, and state clearly where an image is illustrative;
3. state the Dispatch Time accurately;
4. state whether the Product is returnable and, if not, why (for example, personalised or perishable items), in accordance with the Refund Policy;
5. disclose any warranty or guarantee, who gives it and how it may be claimed;
6. comply with the General Marketplace Seller Policy content standards; and
7. not contain any contact details, links or invitations to buy outside the Platform.

5.2 Legal Metrology declarations

1. Where a Product is a pre-packaged commodity, the Seller must supply, for display on the Listing, every declaration required by Rule 6 of the Legal Metrology (Packaged Commodities) Rules, 2011, including the name and address of the manufacturer, packer and (for imported goods) importer; the country of origin or manufacture; the common or generic name of the commodity; the net quantity; the maximum retail price inclusive of all taxes; the unit sale price where required; the best-before or use-by date where applicable; the dimensions where required; and consumer care details.
2. Rule 6(10) requires Daily Flowers, as an e-commerce entity, to ensure these declarations are displayed on the Platform (the date of manufacture or packing is not required to be displayed online). The Seller is responsible for the correctness of the declarations it supplies, and must ensure that the declarations on the physical package delivered to the Customer match those shown on the Listing.
3. The Seller must correctly identify each imported Product and its country of origin so that Daily Flowers can provide the searchable and sortable country-of-origin filters for imported goods required by Rule 6(10A), inserted by the Legal Metrology (Packaged Commodities) Amendment Rules, 2026 with effect from 1 July 2026.
4. The Seller must not sell a pre-packaged commodity at a price higher than the maximum retail price declared on it, and must not alter, obscure or over-label a declared maximum retail price except as Applicable Law permits.

5.3 Information required by the E-Commerce Rules

The Seller must provide Daily Flowers with all information it is required to provide, or that Daily Flowers is required to display, under Rules 5 and 6 of the Consumer Protection (E-Commerce) Rules, 2020, including its legal name and business name, geographic address, customer care contact, grievance officer details, GSTIN and other identification numbers, return, refund, exchange, warranty and guarantee terms, delivery and shipment details, and importer details for imported goods. From 1 January 2027, the Seller must also supply the additional disclosures required by the Consumer Protection (E-Commerce) (Amendment) Rules, 2026, including country of origin, best-before or use-before date where applicable, return shipping cost, accepted payment modes and any identification number issued by the Central Government.

5.4 Stock accuracy

The Seller must keep stock quantities on the Platform accurate at all times and set stock to zero for any Product it cannot Dispatch within the Dispatch Time. The Seller must not list Products it does not have or cannot reliably procure within the Dispatch Time. Cancellations caused by inaccurate stock are Seller cancellations under Clause 7.3.

5.5 Review, publication and changes

1. Every new Listing is reviewed by Daily Flowers before it is published. Daily Flowers may approve it, reject it with reasons, or require changes.
2. Price and stock changes to an approved Listing take effect immediately and are the Seller's responsibility. A Listing that the Seller unpublishes is removed immediately; republishing it, or making a material change to its description, images or declarations, returns it to review.
3. Daily Flowers may unpublish any Listing that it reasonably believes breaches this Agreement, a Policy or Applicable Law, or that is the subject of a credible complaint, and will notify the Seller of the reason.
4. Review or approval by Daily Flowers does not make Daily Flowers responsible for the accuracy of information supplied by the Seller or for the Seller's Products.

5.6 Content licence

The Seller grants Daily Flowers a non-exclusive, royalty-free licence throughout the world, for the term of this Agreement and afterwards for as long as reasonably needed for completed Orders and records, to use, reproduce, format, display and communicate the Seller's name, marks and Catalogue Information to operate and promote the Platform and the Seller's Listings, and warrants that it has the rights to grant this licence.

Part 6 — Pricing

1. The Seller sets the selling price of its Products, which must be the total price payable by the Customer for the Product, inclusive of all taxes, with any shipping or other charges shown separately and before the Customer confirms the purchase.
2. The selling price of a pre-packaged commodity must not exceed its declared maximum retail price.

3. The Seller must not quote a "was", "original", "list" or strike-through price, or a percentage discount, unless it reflects a genuine price at which the Product was offered on the Platform. From 1 January 2027, any announced price reduction must be accompanied by the prior price determined as required by the Consumer Protection (E-Commerce) (Amendment) Rules, 2026 (the lowest price in the thirty days before the reduction).
4. The Seller must not engage in price manipulation to gain unreasonable profit, or discriminate between Customers of the same class in a manner prohibited by Applicable Law.
5. The Seller must not use drip pricing, false urgency, false scarcity or any other practice listed in the Guidelines for Prevention and Regulation of Dark Patterns, 2023.
6. The Seller must not change the price of an Order after it has been placed.
7. Daily Flowers may reject or unpublish a price that appears to be an obvious error, that breaches this Part, or that falls outside any category price rule in the Commercial Schedule, and may cancel Orders placed at an obvious error price with a full refund to the Customer.

Part 7 — Orders, Packing and Dispatch

7.1 Order notification and acceptance

Daily Flowers will notify the Seller of each paid Order through the Seller Account and other channels. The Seller must acknowledge each Order within the time specified in Schedule 2. Orders are released to the Seller only after payment is confirmed; the Seller must never ship an unpaid Order or accept payment outside the Platform.

7.2 Packing

The Seller must pack each Order securely for courier transit, using packaging appropriate to the Product's fragility and value, include the tax invoice and any gift message or packing slip required by the Platform, exclude any promotional material inviting off-Platform purchase, and comply with the Plastic Waste Management Rules, 2016 as amended. Gift Orders must not include pricing information where the Customer has requested gift packaging, unless Applicable Law requires it.

7.3 Seller cancellation

The Seller may cancel an Order only where the Product is genuinely unavailable or a legal impediment arises, and must do so as soon as it becomes aware, with reasons, through the Seller Account. The Customer will be

refunded in full. Seller cancellation rates are a performance measure, and the consequences in the Commercial Schedule apply.

7.4 Customer cancellation

A Customer may cancel an Order without charge at any time before the Seller Dispatches it. The Seller must check for cancellations before Dispatch and must not Dispatch a cancelled Order. If a cancelled Order is Dispatched in error, the Seller bears the cost of return shipping.

7.5 Dispatch and tracking

1. The Seller must Dispatch each Order within the Dispatch Time declared on the Listing and in any event within the maximum Dispatch SLA in Schedule 2.
2. On Dispatch, the Seller must record on the Platform the courier name and a valid tracking reference (and tracking link where available). Daily Flowers will share the tracking information with the Customer.
3. The Seller must use couriers that provide end-to-end tracking and proof of delivery, and must select a service suitable for the Product and the destination. Where the Commercial Schedule offers Daily Flowers-arranged courier services, the Seller may use them on the terms stated there.
4. The Seller is responsible for the Product until it is delivered to the Customer. Loss, theft or damage in transit is the Seller's risk as between the Parties (the Seller may recover from its courier), except where the Product was shipped through a Daily Flowers-arranged courier service and the Commercial Schedule allocates transit risk differently.
5. The Seller must generate and carry an e-way bill and any other transport document required by the Central Goods and Services Tax Rules, 2017 or State law for the consignment.

7.6 Late delivery and non-delivery

If an Order is not delivered by the delivery date shown to the Customer, Daily Flowers may, in accordance with the Refund Policy and Rule 6(3) of the Consumer Protection (E-Commerce) Rules, 2020, refund the Customer where the delay is not due to a force majeure event. Where the delay or non-delivery is attributable to the Seller or its courier, the cost of the refund is borne by the Seller.

7.7 Delivery confirmation

An Order is treated as delivered when the courier's tracking records delivery, subject to any Customer report of non-receipt, which the Seller must investigate with its courier and support with proof of delivery within the time specified in Schedule 2.

Part 8 — Returns, Refunds, Replacements and Warranties

8.1 Return eligibility

A Customer may request a return of a delivered Product within the Return Window for any of the following reasons: the Product is damaged or defective; the wrong item was sent; the Product is not as described; the Customer has changed their mind (unless the Listing validly states the Product is non-returnable for change of mind); or another reason the Customer explains. Evidence, such as photographs, may be requested and may accompany the request.

8.2 Seller's obligation to accept certain returns

The Seller must accept the return of, and ensure a refund for, any Product that is defective, deficient, spurious, not of the characteristics or features advertised or agreed, or delivered late, as required by Rule 6(3) of the Consumer Protection (E-Commerce) Rules, 2020. A Listing's non-returnable statement does not override this obligation.

8.3 Decision on return requests

1. The Seller must approve or reject each return request within the time specified in Schedule 2. A rejection must give reasons that will be shown to the Customer.
2. If the Seller does not decide within that time, or if Daily Flowers considers a rejection unjustified (including on review of the Customer's evidence, the Seller's response and Applicable Law), Daily Flowers may approve the return and the Seller will be bound by that decision as between the Parties.
3. The Seller may not reject a return for a reason within Clause 8.2.

8.4 Return shipping and receipt

1. Once a return is approved, the Customer (or a courier arranged as specified in the Commercial Schedule) sends the Product back to the Seller's registered return address, and the return tracking reference is recorded on the Platform.
2. The Seller must confirm receipt within the time specified in Schedule 2 and record whether the Product is restocked. If the Seller does not confirm receipt within that time after the tracking shows delivery to the Seller, Daily Flowers may treat the return as received.
3. The cost of return shipping for damaged, wrong or not-as-described Products is borne by the Seller. Responsibility for return shipping for change-of-mind returns is as specified in the Commercial Schedule and must be disclosed on the Listing.

8.5 Refund amounts

1. For damaged, defective, wrong or not-as-described Products, the Customer is refunded the full price of the Product **including** the original shipping charge.
2. For change-of-mind returns, the Customer is refunded the price of the Product **excluding** the original shipping charge, unless Daily Flowers has configured shipping to be refunded for all returns.
3. Refunds are processed by Daily Flowers to the original payment method (or wallet credit where the Customer chooses it or where configured), within the timelines required by Applicable Law and the Refund Policy, and a credit note is issued where required.
4. The refunded amount, and the corresponding reversal of Commission (to the extent specified in the Commercial Schedule), are reflected on the Seller's Settlement Statement, including as a reversal line on a later statement where the original Order was on a statement already closed.

8.6 Replacements

Where the Listing offers replacement, or the Parties and the Customer agree, the Seller may send a replacement instead of a refund for a damaged, defective or wrong Product, at its own cost, within the time specified in Schedule 2.

8.7 Warranties and guarantees

1. The Seller must honour any warranty or guarantee it gives, and must accurately describe any manufacturer's warranty, including who provides it, its duration and how to claim.

2. The Seller must not describe a Product as carrying a warranty that it does not carry, and must supply any warranty card or documentation with the Product.
3. Where the Seller is not the manufacturer, it must assist the Customer in pursuing the manufacturer's warranty and supply the manufacturer's contact details.

8.8 Customer complaints and grievances

1. Daily Flowers operates the customer grievance mechanism. The Seller must also appoint a grievance officer (who may be the Seller itself for a sole proprietorship) and provide his or her name, contact and designation to Daily Flowers.
2. The Seller must respond to each complaint forwarded by Daily Flowers within the time specified in Schedule 2, so that Daily Flowers can acknowledge complaints within forty-eight hours and redress them within one month as required by Rule 4(5) of the Consumer Protection (E-Commerce) Rules, 2020.
3. The Seller must not contact the Customer outside the Platform's communication tools, except as required to complete delivery or a return and only using the information provided for that purpose.

Part 9 — Payment Collection

1. The Seller appoints Daily Flowers as its limited agent to collect payments from Customers for Orders through the Payment Aggregator. Payment to the Payment Aggregator on Daily Flowers' behalf discharges the Customer's obligation to pay the Seller for that Order.
2. The Seller must not accept payment for any Order, or for any sale to a Customer introduced through the Platform, other than through the Platform.
3. Cash on delivery is not currently offered. If Daily Flowers enables it, the terms will be set out in the Commercial Schedule.
4. Chargebacks are handled by Daily Flowers with the Payment Aggregator. Where a chargeback succeeds because of non-delivery, defect or other Seller responsibility, it is treated as a refund attributable to the Seller.

Part 10 — Commission, Settlement and Deductions

10.1 Commission and fees

Daily Flowers is entitled to the Commission specified in the Commercial Schedule (which may vary by category or be a combination of percentage and fixed amounts) and to any other fee listed there. No fee may be charged unless listed in the Commercial Schedule accepted by the Seller. GST on the Commission and fees will be charged by Daily Flowers and invoiced to the Seller.

10.2 Collections are not Daily Flowers revenue

Amounts collected from Customers for the Seller's Products are collected on the Seller's behalf and are not Daily Flowers' revenue except to the extent of the Commission, fees and other amounts to which Daily Flowers is entitled under this Agreement.

10.3 Settlement waterfall

For each Order that has reached settlement eligibility (as specified in the Commercial Schedule, for example delivered and past the Return Window without an open return), the amount payable to the Seller is calculated as follows:

1. **Gross Order Value** of the Seller's Products in the Order;
2. **less** discounts and adjustments funded by the Seller under Part 12 (platform-funded discounts do not reduce the Seller's settlement);
3. **less** the Commission and fees, together with GST on them;
4. **less** any shipping or logistics charges payable to Daily Flowers where the Seller uses Daily Flowers-arranged courier services;
5. **less** tax collected at source, tax deducted at source and other statutory deductions required by Applicable Law (Clause 11.3);
6. **less** refunds, return shipping, replacements, chargebacks and adjustments attributable to the Seller, including reversal lines for Orders in earlier closed statements;
7. **plus** any credits due to the Seller, including reversed Commission on refunded Orders where the Commercial Schedule provides;
8. **equals** the **net amount payable** to the Seller.

10.4 Statements and payment

1. Daily Flowers will issue a Settlement Statement for each Settlement Cycle through the Seller Account, showing each Order and each line of the waterfall.
2. Daily Flowers will pay the net amount within the period specified in the Commercial Schedule after the close of the Settlement Cycle, by electronic transfer to the verified bank account.
3. Closed Settlement Statements are never edited. Corrections and later refunds are shown as separate adjustment lines in the next statement.
4. A negative balance may be carried forward and set off against future settlements, or must be paid within the period specified in the Commercial Schedule.

10.5 Disputes, holds and set-off

1. The Seller may dispute a Settlement Statement line within the period specified in the Commercial Schedule. Undisputed amounts are paid on time; resolved disputes appear as adjustment lines.
2. Daily Flowers may hold settlement for particular Orders (not the entire balance, unless Part 18 applies) while a return, complaint, chargeback, suspected fraud, IP complaint or regulatory direction relating to those Orders is open, and will release the amount promptly once it is resolved.
3. Daily Flowers may set off amounts owed by the Seller under this Agreement, provided they are shown on a Settlement Statement.

Part 11 — Tax and Invoicing

11.1 Seller's tax responsibility

The Seller is the supplier of the Products and is responsible for determining the GST rate and classification of each Product, charging and paying GST, filing returns, and complying with all other tax laws applicable to its business.

11.2 Invoices

1. The Seller must issue a valid tax invoice to the Customer for each Order, in its own name and with its GSTIN, and include it in the package or make it available through the Platform. Where Daily Flowers generates invoices on the Seller's behalf through the Platform, the Seller authorises it to do so using the Seller's details, remains responsible for their tax correctness, and must review them.
2. From 1 January 2027, the Seller's name must appear on the invoice in the same font size as Daily Flowers' name wherever Daily Flowers' name appears, as required by the Consumer Protection (E-Commerce) (Amendment) Rules, 2026.
3. Where the Seller is required to issue an e-invoice, it must do so. Credit notes for refunds must be issued in accordance with the Central Goods and Services Tax Act, 2017.

11.3 Tax collected or deducted by Daily Flowers

1. **GST TCS.** Where Daily Flowers is required by section 52 of the Central Goods and Services Tax Act, 2017 (and corresponding Integrated and State GST provisions) to collect tax at source on the net value of taxable supplies made by the Seller through the Platform, it will collect it at the rate notified from time to time, deposit it and file the required statement, so that the Seller may claim the amount in its electronic cash ledger.
2. **Income-tax TDS.** Where Daily Flowers is required by the income-tax law in force (the provision formerly section 194-O of the Income-tax Act, 1961, carried into the Income-tax Act, 2025 from 1 April 2026) to deduct tax at source on the gross amount of sales facilitated through the Platform, it will deduct it at the applicable rate, deposit it and issue the prescribed certificate.
3. The Seller must keep its PAN, GSTIN and any lower-deduction certificate current on the Seller Account, and bears the consequences of incorrect information, including higher deduction rates under Applicable Law.
4. Daily Flowers will provide the Seller with periodic reports reconciling Orders, TCS and TDS to support the Seller's returns.

Part 12 — Promotions

1. Every promotion is recorded as platform-funded, Seller-funded or shared-funded, and the funding share is shown to the Seller before it opts in.

2. Platform-funded promotions do not reduce the Seller's settlement. The Seller bears promotion costs only for promotions it has opted into.
3. The Seller must fund and honour any promotion it offers for the full period and quantity advertised.
4. Sponsored or promoted placement, if offered, will be labelled as such to Customers and charged only on the terms in the Commercial Schedule.

Part 13 — Authenticity, Counterfeits and Intellectual Property

13.1 Authenticity

The Seller warrants that every Product it lists and sells is genuine, is exactly what the Listing describes, and has been lawfully acquired from the brand owner, its authorised distributor or another lawful source. On request, the Seller must produce purchase invoices, brand authorisations, import documents or other proof of authenticity within the time specified in Schedule 2.

13.2 Counterfeit prohibition

The Seller must never list, offer, sell or ship any Counterfeit Product, replica, "first copy", "inspired by" or unauthorised imitation of a branded product, or use any brand name to describe a Product that is not of that brand. Selling Counterfeit Products may constitute infringement under section 29 of the Trade Marks Act, 1999 and an offence under sections 103 and 104 of that Act, as well as an unfair trade practice under the Consumer Protection Act, 2019.

13.3 Intellectual property of others

The Seller must not list or sell any Product, or use any image, text, design, logo or other content, that infringes a trade mark, copyright, design, patent, geographical indication or other right of any person, including images copied from other websites or sellers without permission.

13.4 Notice and takedown

1. Any rights-holder may report an alleged infringement to Daily Flowers through the channel published on the Platform. Daily Flowers may remove or disable access to the Listing and will notify the Seller.

2. The Seller may respond with evidence of authenticity or authorisation within the time specified in Schedule 2. Daily Flowers will consider the response and may restore the Listing, keep it removed, or require the Seller and rights-holder to resolve the matter between themselves or before a court.
3. Daily Flowers will act on any order of a court or government authority and on its obligations under the Information Technology Act, 2000 and the rules made under it, within the time those require.
4. In accordance with Rule 5(5) of the Consumer Protection (E-Commerce) Rules, 2020, Daily Flowers keeps records identifying sellers who have repeatedly offered goods removed under the Copyright Act, 1957, the Trade Marks Act, 1999 or the Information Technology Act, 2000, and may terminate repeat infringers.

13.5 Daily Flowers intellectual property

Daily Flowers (and its licensors, including SnxwFairies Innovations Pvt. Ltd. as developer of the Platform technology) owns all rights in the Platform and the Daily Flowers marks. The Seller may use the Platform only as this Agreement permits, and must not scrape, copy, reverse engineer or extract data from it.

Part 14 — Product Safety and Compliance

14.1 Product safety

The Seller warrants that all Products are safe for their intended and reasonably foreseeable use, and comply with all applicable Indian Standards, quality control orders, labelling and safety requirements. In particular, Products subject to a quality control order issued under section 16 of the Bureau of Indian Standards Act, 2016 (such as toys under the Toys (Quality Control) Order, 2020, and electrical and electronic goods under the applicable orders) must bear the Standard Mark under a valid BIS licence or registration, and the Seller must supply the licence or registration details before listing.

14.2 Restricted and prohibited products

The Seller must not list any product prohibited by the General Marketplace Seller Policy or Applicable Law, and may list restricted products only with the approvals that Policy requires.

14.3 Product warnings

Listings and packaging must carry any warnings, age grading, usage instructions, allergen statements or safety information required by Applicable Law or reasonably necessary for safe use.

14.4 Recalls and safety incidents

1. The Seller must notify Daily Flowers without delay, and in any event within the time specified in Schedule 2, if it becomes aware of any safety defect, recall, regulatory action or incident of harm relating to a Product it has sold.
2. Daily Flowers may immediately suspend the affected Listings, notify affected Customers and regulators where required, and require the Seller to conduct a recall, offer refunds or replacements, and cooperate with any authority. The Seller bears the cost of recalls attributable to its Products.

14.5 Product liability

As between the Parties, the Seller is responsible for harm caused by a defective Product, in accordance with Chapter VI of the Consumer Protection Act, 2019, including where the Seller is the manufacturer or has altered, relabelled, repackaged or given an express warranty for the Product. Nothing in this Clause limits any right a Customer has against either Party under that Act.

Part 15 — Compliance with Law and Seller Conduct

15.1 General

Each Party will comply with Applicable Law in performing this Agreement.

15.2 Seller-specific compliance

The Seller will in particular:

1. comply with Rule 6 of the Consumer Protection (E-Commerce) Rules, 2020, including not adopting any unfair trade practice, not falsely representing itself as a consumer or posting or procuring reviews of its own Products, and ensuring its advertisements are consistent with the actual characteristics of its Products;
2. comply with the Seller Code of Conduct, including its prohibitions on review manipulation, off-Platform circumvention and bribery;
3. comply with the Legal Metrology Act, 2009 and the rules made under it;

4. hold and maintain all registrations and licences for its business and Products;
5. comply with the Plastic Waste Management Rules, 2016 (including any extended producer responsibility obligations where the Seller is a producer, importer or brand owner of plastic packaging); and
6. comply with laws on imports, customs and foreign trade for imported Products.

15.3 Daily Flowers compliance

Daily Flowers will display the information required of it, maintain its grievance redressal mechanism and Grievance Officer ([NAME / DESIGNATION / CONTACT — TO BE CONFIRMED]), disclose the main parameters determining ranking, clearly identify sponsored listings, comply with the dark-pattern guidelines, and meet its due-diligence obligations as an intermediary.

Part 16 — Confidentiality

1. Each Party will keep confidential, and use only for this Agreement, all non-public information of the other, including commercial terms, Commission rates, sales and performance data, technical information and Customer Data.
2. Disclosure is permitted to employees, advisers and contractors who need to know and are bound by similar obligations, and where required by law, court or regulator (with notice to the other Party where lawful).
3. The obligations do not apply to information that is public other than through breach, already lawfully known without restriction, or independently developed.
4. These obligations survive termination for the period specified in the Commercial Schedule and, for Customer Data and trade secrets, indefinitely.

Part 17 — Non-circumvention

1. During the term, the Seller will not use Customer Data, or contact with a Customer arising from an Order, to solicit sales outside the Platform, and will not include in packages any material inviting off-Platform orders.
2. After termination, the Seller must not use Customer Data or Daily Flowers' Confidential Information for any purpose, and must delete it under Part 20.

3. Nothing in this Part restricts the Seller from selling to anyone through its own channels without use of Customer Data.

Part 18 — Performance, Suspension and Delisting

18.1 Performance measures

Daily Flowers will measure the Seller's performance against Schedule 2, including order acknowledgement, on-time Dispatch, valid tracking, Seller cancellation rate, return and complaint rates, response times, Customer ratings, and policy compliance. The Seller can view its own performance data in the Seller Account. Performance may affect ranking and eligibility for promotions and categories, in accordance with the disclosed ranking parameters.

18.2 Measures available

In proportion to the seriousness and frequency of the issue, and following the enforcement ladder in the General Marketplace Seller Policy, Daily Flowers may: issue a warning; require an improvement plan; unpublish specific Listings; restrict categories or new Listings; place settlement for specific Orders on hold; suspend the Seller Account; or terminate this Agreement.

18.3 Immediate action

Daily Flowers may unpublish Listings or suspend the Seller Account immediately, without prior notice, where: there is a credible allegation of Counterfeit Products, IP infringement or unsafe Products; a court, regulator or law-enforcement agency directs it; verification information is found false or a required licence has lapsed; there is reasonable suspicion of fraud, review manipulation or misuse of Customer Data; or continued listing would breach Applicable Law.

18.4 Notice, reasons and appeal

Except for immediate action under Clause 18.3, Daily Flowers will give notice and an opportunity to respond before suspension. In every case, Daily Flowers will state the measure and its reason (unless prohibited by law) and the Seller may appeal under the appeals process in the General Marketplace Seller Policy.

18.5 Effect of suspension

During suspension, Listings are not visible and no new Orders are received. The Seller must still Dispatch Orders already placed unless Daily Flowers cancels them, and must handle returns and complaints for Orders already fulfilled. Amounts due for completed Orders will be settled in the normal cycle, subject to Clause 10.5.

Part 19 — Term and Termination

19.1 Term

This Agreement starts when the Seller accepts it electronically and continues until terminated.

19.2 Termination for convenience

Either Party may terminate by giving the notice period specified in the Commercial Schedule through the Seller Account or by email.

19.3 Termination for cause

Either Party may terminate with immediate effect by notice if the other: commits a material breach not capable of remedy, or not remedied within the cure period in Schedule 2 after notice; or becomes insolvent or subject to liquidation or resolution proceedings. Daily Flowers may also terminate immediately if the Seller sells Counterfeit Products, is a repeat infringer, sells unsafe or prohibited Products, commits fraud, or supplied materially false verification information.

19.4 Inactivity

Daily Flowers may terminate, after notice, if the Seller has had no active Listing or no Order for the continuous period specified in the Commercial Schedule.

Part 20 — Consequences of Termination

On termination:

1. Listings are unpublished and the Seller Account is deactivated for new Orders;

2. the Seller must Dispatch Orders already placed (unless Daily Flowers cancels and refunds them) and handle returns, refunds, warranty claims and complaints for Products sold, for the Return Window and any warranty period;
3. Daily Flowers will issue a final Settlement Statement after the Return Window for the last Orders has closed and any open returns, complaints and chargebacks are resolved, and pay the net amount due, or the Seller will pay any net amount owed;
4. the Seller must delete Customer Data and confirm deletion on request, subject to legal retention obligations;
5. the Seller must stop any statement that its Products are available on Daily Flowers; and
6. provisions intended to survive (including Parts 8, 10, 11, 13, 14.4, 14.5, 16, 17, 21, 22, 25 and this Part) survive.

Part 21 — Data Protection

21.1 Roles

Daily Flowers is the data fiduciary for Customer Data collected through the Platform. The Seller receives Customer Data (such as the recipient's name, address and phone number) only to Dispatch, deliver and support the relevant Order, and processes it on behalf of Daily Flowers for that purpose.

21.2 Seller obligations

The Seller must:

1. use Customer Data only for Dispatch, delivery, returns, warranty and complaint handling for the relevant Order;
2. share it only with the courier carrying the Order, and only the data the courier needs;
3. not use it for marketing, profiling, resale or any other purpose, or combine it with other data;
4. protect it with reasonable security safeguards and restrict access to staff who need it;
5. notify Daily Flowers of any personal data breach within the time specified in Schedule 2, and cooperate in responding to it, including notification to the Data Protection Board of India and affected persons where required;

6. delete it when no longer needed for the purposes above, subject to legal retention obligations (such as tax records); and
7. assist Daily Flowers in responding to requests from Customers exercising their rights.

21.3 Seller personal data

Daily Flowers will process Personal Data of the Seller's representatives and staff for verification, account administration, settlement, compliance and communications, in accordance with its Privacy Policy and Applicable Law.

Part 22 — Indemnity and Liability

22.1 Seller indemnity

The Seller will indemnify and hold harmless Daily Flowers, its directors, officers and employees against all losses, damages, penalties, fines, costs (including reasonable legal costs) and liabilities arising from any third-party claim, Customer claim or regulatory action, to the extent caused by:

1. any Product sold by the Seller, including any defect, safety issue, non-compliance with labelling, Legal Metrology or quality-control requirements, or product liability claim;
2. any Counterfeit Product or infringement of intellectual property by the Seller's Products or content;
3. inaccurate or incomplete Catalogue Information or declarations;
4. the Seller's breach of this Agreement, the Policies or Applicable Law, including tax laws; or
5. the Seller's negligence, fraud or wilful misconduct.

22.2 Daily Flowers indemnity

Daily Flowers will indemnify and hold harmless the Seller against losses arising from any third-party claim to the extent caused by Daily Flowers' breach of Applicable Law in operating the Platform, infringement by the Platform technology (excluding Seller content), or Daily Flowers' fraud or wilful misconduct.

22.3 Procedure

The indemnified Party must notify the indemnifying Party promptly, allow it reasonable control of the defence (except where Daily Flowers must deal directly with a Customer or regulator), cooperate, and not settle without consent, which will not be unreasonably withheld.

22.4 Limitation of liability

Subject to Applicable Law:

1. neither Party is liable for indirect or consequential loss, or loss of profit, business or goodwill;
2. each Party's aggregate liability to the other in any twelve-month period is limited to the amount specified in the Commercial Schedule; and
3. these limits do not apply to the indemnities in Clauses 22.1(1), 22.1(2) and 22.1(5), breach of Parts 16 or 21, payment of amounts due under Part 10, fraud or wilful misconduct, death or personal injury caused by negligence, or liability that cannot be limited by law.

22.5 Insurance

Where the Commercial Schedule requires, the Seller will maintain product liability or other insurance for the amounts specified and provide evidence on request.

Part 23 — Force Majeure

1. Neither Party is liable for delay or failure in performing obligations (other than payment) caused by events beyond its reasonable control, including natural disasters, epidemics, war, riots, government action, courier network disruption affecting a region, and failure of public utilities or telecommunications.
2. The affected Party must notify the other promptly and mitigate. A force majeure event affecting the Seller does not affect a Customer's right to a refund under Applicable Law; Daily Flowers will refund the Customer and the refund will be reflected in the Seller's settlement.
3. If a force majeure event continues beyond the period specified in the Commercial Schedule, either Party may terminate by notice.

Part 24 — Amendments and New Versions

1. Daily Flowers may update this Agreement, the Commercial Schedule or the Policies to reflect changes in Applicable Law, regulatory guidance, the Platform or its commercial model.
2. Daily Flowers will notify the Seller through the Seller Account and by email at least the notice period specified in the Commercial Schedule before a change takes effect, with a summary of the change, except where a shorter period is needed to comply with law or a regulatory direction.
3. A change that increases the Commission or fees, introduces a new charge, or materially reduces the Seller's rights takes effect for the Seller only upon electronic acceptance of the new version. Daily Flowers may require that acceptance before further Listings are published or Orders received. A Seller who does not accept may terminate without penalty, and Orders placed before the change are completed and settled on the terms in force when placed.
4. Other changes take effect on the stated date, and continued use of the Platform after that date is acceptance.
5. Each version is identified by version number and effective date. Daily Flowers keeps a record of every version and of the version accepted by the Seller, with the date, time and method of acceptance.

Part 25 — Dispute Resolution and Governing Law

1. This Agreement is governed by the laws of India.
2. The Parties will first try to resolve disputes through the dispute process in the Seller Account and then by discussion between senior representatives within the period specified in the Commercial Schedule.
3. Unresolved disputes will be finally resolved by arbitration by a sole arbitrator appointed under the Arbitration and Conciliation Act, 1996. The seat of arbitration is [TO BE CONFIRMED — e.g. arbitration seated at Bengaluru]. The language is English. Subject to this, the courts at the seat have exclusive jurisdiction.
4. Nothing prevents a Party from seeking urgent interim relief from a competent court, and nothing affects any Customer's rights under the Consumer Protection Act, 2019.

Part 26 — General Provisions and Electronic Acceptance

26.1 Notices

Notices to the Seller may be given through the Seller Account, by email to its registered email address, or by post or courier to its registered address. Notices to Daily Flowers may be given by email to support@dailyflowersai.com (or any legal-notices address published on the Platform) or by post or courier to its registered office. A notice sent through the Seller Account or by email is received when sent, unless a delivery failure is reported.

26.2 Assignment

The Seller may not assign or transfer this Agreement or subcontract fulfilment (other than to its courier and routine packaging suppliers) without Daily Flowers' written consent. Daily Flowers may assign or novate this Agreement to an affiliate or successor to the marketplace business, on notice.

26.3 Entire agreement, severability and waiver

This Agreement, with its Schedules and the incorporated Policies, is the entire agreement on its subject and supersedes prior understandings (without limiting liability for fraud). Invalid provisions will be enforced to the extent permitted and replaced by the closest valid provision; the rest continues in effect. A waiver is effective only in writing, and delay in exercising a right is not a waiver.

26.4 Anti-bribery

Each Party will comply with the Prevention of Corruption Act, 1988 and will not offer or give any bribe or improper advantage to any person, including the other Party's employees, in connection with this Agreement.

26.5 Electronic acceptance

1. This Agreement is an electronic record. The Seller accepts it by the affirmative action of its authorised representative on the acceptance step presented in the Seller Account, after being given the opportunity to read and download the full text including the Schedules.
2. Under section 10A of the Information Technology Act, 2000, a contract formed through electronic communication of proposal and acceptance is not unenforceable merely because electronic means were used, and the Parties agree that acceptance in this manner creates a binding contract.
3. Daily Flowers will record the accepting user and Seller organisation, the Agreement identifier and version, the date and time, the acceptance method, and only such device or session information as is necessary and lawful.
4. The person accepting represents that they are authorised to bind the Seller.

Schedule 1 — Commercial Terms

No value in this Schedule has yet been approved.

Item	Term
Commission by category (basis, rate or amount)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Fixed or closing fees, if any	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Payment gateway charges borne by Seller, if any	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Daily Flowers-arranged courier services (availability, rates, transit-risk allocation)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Settlement eligibility (e.g. delivered and Return Window closed)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Settlement Cycle	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Payment period after close of Settlement Cycle	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Period to pay a negative balance	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Settlement dispute window	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Commission reversal on refunded Orders (full, partial, none)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Return Window (as displayed to Customers)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Return shipping arrangement and cost for change-of-mind returns	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Whether original shipping is refunded on change-of-mind returns	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Consequences of Seller cancellation	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Category price rules, if any	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

Sponsored placement charges, if offered	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
GST, TCS and TDS treatment as approved by tax adviser; invoicing arrangement	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Liability cap	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Insurance required, if any	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Confidentiality survival period	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Notice period for termination for convenience	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Inactivity period for termination	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Force majeure termination threshold	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Advance notice of changes	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Negotiation period before arbitration	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

Schedule 2 — Service Levels

Service level	Standard	Threshold for action
Order acknowledgement	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Maximum Dispatch SLA (Dispatch Time declared per Listing must be within this and within the range the Platform permits)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
On-time Dispatch rate	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

Valid tracking rate	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Maximum Seller cancellation rate	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Return request decision time	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Confirmation of return receipt	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Replacement Dispatch time	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Response to complaint forwarded by Daily Flowers	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Proof of delivery on non-receipt report	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Proof of authenticity on request	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Response to IP complaint	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Notification of safety incident or recall	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Personal data breach notification	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Update of Seller Registration after change	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—

Maximum return rate and complaint rate (attributable)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Cure period for remediable breaches	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—

Schedule 3 — Documents and Verification Checklist

Document / information	Required for	Status
PAN of the Seller entity or proprietor	All Sellers	Mandatory
GSTIN and GST registration certificate	All Sellers (inter-State supplies)	Mandatory unless an adviser-approved exception is recorded
Proof of constitution and authorised signatory authority	All Sellers other than sole proprietors	Mandatory
Identity proof of proprietor / authorised signatory	All Sellers	Mandatory
Registered business address and pick-up / return address	All Sellers	Mandatory
Bank account in the Seller's name (cancelled cheque or bank statement)	All Sellers	Mandatory
Grievance officer name, designation and contact	All Sellers	Mandatory
Udyam (MSME) registration, if registered	MSME Sellers	If applicable
Brand-owner authorisation or distributor invoices	Branded goods not manufactured by the Seller	As applicable
Trade mark registration or application	Seller's own brand	As applicable

BIS licence / registration details	Products under a quality control order (e.g. toys, electrical goods)	Mandatory for those Products
Importer-Exporter Code and import documents	Imported Products imported by the Seller	As applicable
Legal Metrology registration as manufacturer, packer or importer, where required	Pre-packaged commodities packed or imported by the Seller	As applicable
FSSAI licence or registration	Any food product, including in gift hampers	Mandatory for food
Extended producer responsibility registration for plastic packaging	Producers, importers and brand owners where required	As applicable
Product safety data or test reports	Products the Policy identifies as higher-risk	As applicable
Insurance certificate	If required by Schedule 1	As applicable

Schedule 4 — Product and Packing Standards

- Genuineness.** Products must be new (unless clearly listed as otherwise where the Policy permits), genuine, unused and in original condition with all accessories, manuals and warranty cards.
- Match to Listing.** Products must match the Listing in model, variant, size, colour, quantity and contents.
- Labelling.** Pre-packaged Products must carry all declarations required by the Legal Metrology (Packaged Commodities) Rules, 2011, matching the Listing.
- Safety marks.** Products under a quality control order must carry the BIS Standard Mark.
- Packing.** Outer packaging must protect the Product from crushing, moisture and movement; fragile items must be cushioned and marked; liquids must be sealed.
- Packing materials.** No prohibited single-use plastic items; carry bags and packaging must meet the Plastic Waste Management Rules, 2016 as amended.

7. **Documents.** The tax invoice and any gift message are included as the Platform instructs; no off-Platform marketing material.
8. **Personalised products.** Personalisation text and images supplied by the Customer must be reproduced accurately and used for no other purpose.
9. **Perishable or dated products.** Must have sufficient remaining shelf life on delivery, as specified in the Commercial Schedule for the category: [TO BE SPECIFIED IN COMMERCIAL SCHEDULE].

Annexure — Legal basis and review notes

A. Statutes and rules relied on

Law	Provision	Relevance
Consumer Protection Act, 2019	Chapter VI product liability (sections 82–87, incl. 84 manufacturer, 86 product seller); section 2(47) unfair trade practice; section 94	Parts 13–15, 22
Consumer Protection (E-Commerce) Rules, 2020 (G.S.R. 462(E), 23 July 2020)	Rule 4 (incl. 4(5) grievance, 4(8) cancellation charges); Rule 5 (incl. 5(3) seller information, 5(5) repeat infringers); Rule 6 (incl. 6(3) returns, 6(4)–(5) seller disclosures)	Parts 5, 7, 8, 13, 15
Consumer Protection (E-Commerce) (Amendment) Rules, 2026 (G.S.R. 789(E), 9 September 2026; in force 1 January 2027)	Prior-price rule; seller disclosures incl. country of origin, return shipping, GSTIN; seller name on invoices; ranking and sponsored listings	Parts 5, 6, 11
Guidelines for Prevention and Regulation of Dark Patterns, 2023	Specified dark patterns	Part 6

Legal Metrology Act, 2009; Legal Metrology (Packaged Commodities) Rules, 2011	Rule 6(1) declarations; Rule 6(10) e-commerce display	Clause 5.2
Legal Metrology (Packaged Commodities) Amendment Rules, 2026 (in force 1 July 2026)	Rule 6(10A) country-of-origin search and sort filters	Clause 5.2(3)
Trade Marks Act, 1999	Sections 29, 103, 104	Part 13
Copyright Act, 1957	Infringement and repeat-infringer records	Part 13
Information Technology Act, 2000	Sections 10A, 3A, 79	Parts 2, 13, 26
Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021	Rule 3 due diligence; grievance timelines for IP complaints	Part 13
Bureau of Indian Standards Act, 2016; Toys (Quality Control) Order, 2020 and other quality control orders	Section 16 quality control orders; Standard Mark	Part 14
Central Goods and Services Tax Act, 2017 and CGST Rules, 2017	Section 52 TCS; section 24 compulsory registration; e-way bill rules	Parts 4, 7, 11
Income-tax Act, 2025 (in force 1 April 2026)	Provision corresponding to former section 194-O, Income-tax Act, 1961	Part 11
Reserve Bank of India (Regulation of Payment Aggregators) Directions, 2025	Escrow and settlement	Part 9
Digital Personal Data Protection Act, 2023; Digital Personal Data Protection Rules, 2025	Data fiduciary / processor duties; breach notification	Part 21
Plastic Waste Management Rules, 2016 (as amended)	Single-use plastic prohibitions; extended producer responsibility	Parts 7, 15

Food Safety and Standards Act, 2006	Licensing/registration for food businesses	Clause 4.3
Indian Contract Act, 1872	Section 27	Part 17
Prevention of Corruption Act, 1988	Section 9	Clause 26.4
Arbitration and Conciliation Act, 1996; MSMED Act, 2006	Arbitration; MSE delayed-payment mechanism	Part 25

B. Open review points

- Intermediary status and product-seller exposure (open question).** Whether pre-publication review, promotions and customer service affect section 79 IT Act protection and exposure under section 86 CPA 2019 (Clause 2.4).
- Legal Metrology (regulatory requirement).** Exact Rule 6(1), 6(10) and 6(10A) text; adequacy of seller responsibility model (Clause 5.2).
- 2027 amendment readiness (regulatory requirement).** Prior-price display, invoice font parity, new seller disclosures, ranking disclosures — operational readiness before 1 January 2027.
- GST and income-tax deductions (regulatory requirement).** TCS computation, Income-tax Act, 2025 equivalent of section 194-O, invoicing on behalf of sellers (Part 11).
- Payment flow (regulatory requirement).** Payment aggregator settlement structure (Part 9).
- Data roles (open question).** Processor versus independent fiduciary; DPDP Rules commencement (Part 21).
- Return shipping allocation (business decision).** Change-of-mind return shipping and Return Window (Schedule 1).
- Transit risk (business decision).** Allocation where Daily Flowers-arranged couriers are used (Clause 7.5).
- Cancellation symmetry (regulatory requirement).** Rule 4(8) E-Commerce Rules (Clause 7.3).
- Dispute resolution and stamp duty (open question / legal requirement).** Seat, ODR, MSME council; stamp duty across States (Parts 25, 26).
- Commercial values (business decision).** Every Schedule placeholder.