

QSHOT BEVERAGE PVT. LTD.

Product Shelf Life, Storage & Distribution Policy

Policy QSHOT-POL-EXP-01 | Version 2.0 | Effective date: 9 October 2026

Applies to	Detail
Products	QSHOT Zèphy and all other products manufactured & marketed by QSHOT Beverage Pvt. Ltd.
Who it covers	Consumers (Part A); QSHOT personnel and all receiving partners — distributors, wholesalers, retailers, e-commerce platforms, HoReCa, gyms, institutions, event organisers and sampling agencies, including complimentary and barter supplies (Part B)
Legal framework	Food Safety and Standards Act, 2006 and regulations made under it, including the FSS (Labelling and Display) Regulations, 2020 and FSS (Food Recall Procedure) Regulations, 2017; Consumer Protection Act, 2019
FSSAI Licence No.	11525997000919
Contact	care.qs@theqshot.com A321, Master Mind 4, Royal Palms, Goregaon (E), Mumbai 400065

INTRODUCTION

1. Purpose

QSHOT Beverage Pvt. Ltd. ("QSHOT") is committed to the safe and responsible supply of its products. Every QSHOT product carries an expiry / use-by date and storage instructions determined for that product. This policy sets out:

- what consumers should check before consuming a QSHOT product (Part A);
- the standards QSHOT applies to its own supply, and the standards it requires of every partner that stores, sells, samples or otherwise distributes QSHOT products (Part B); and
- how responsibility is allocated when a product is supplied, sold or consumed after its labelled expiry date or after mishandling outside QSHOT's control (Part C).

2. Key terms

Term	Meaning in this policy
Expiry date / Use-by date	The date printed on the product as required under the FSS (Labelling and Display) Regulations, 2020. After this date the product must not be sold, distributed or consumed.
Batch number	The batch / lot code printed on the product, used to trace it to its production run.
Receiving partner	Any person or business that takes physical custody of QSHOT products from QSHOT or from another partner, whether for sale, sampling, gifting, barter or any other purpose.
Custody	Physical possession and control of stock. Custody transfers at physical handover, recorded as set out in section 6.
Distribution cutoff	The last date on which a product may be distributed. This is the labelled expiry date, or any earlier date notified by QSHOT in writing.

PART A — NOTICE TO CONSUMERS

3. Before you consume

QSHOT products are made and labelled to retain their expected safety and quality **up to the printed expiry date, when stored as instructed on the label**. Please:

- **Check the expiry / use-by date** on the can before consuming. Do not consume any product after this date.
- **Do not consume** from a can that is dented at the seam, swollen, leaking, punctured, rusted or shows signs of tampering, or where the date or batch code cannot be read.
- **Store as instructed** — in a cool, dry place, away from direct sunlight and heat. Do not freeze.
- **Once opened, consume promptly**. Do not store an opened can for later use.
- **Follow all label advisories and warnings**.

4. Consumption after the expiry date

Once a product has been sold to a consumer, QSHOT and its retail partners have no control over how long, or in what conditions, it is kept before it is consumed. **The responsibility for checking the expiry date at the time of consumption rests with the person consuming the product.**

Example: a can is bought from a store well within its expiry date, kept at home for some weeks, and consumed after the printed expiry date has passed. The product was supplied and sold lawfully, the expiry date was clearly printed on it, and the decision to consume it after that date was outside the control of QSHOT and the retailer.

QSHOT does not represent or warrant the safety, quality or suitability of any product consumed after its printed expiry date, or of any product that has been stored contrary to label instructions, altered, tampered with or otherwise mishandled after leaving QSHOT's control. To the extent permitted by applicable law, QSHOT is not responsible for harm arising **solely** from such consumption.

When a complaint is received, QSHOT will consider the purchase date and place (bill, invoice or order record), the batch and expiry date on the can, and how it was stored. Where the product was sold within its expiry date, QSHOT's responsibility is limited to defects that existed at the time of sale.

If you have been sold, served or given a QSHOT product that is past its expiry date or appears damaged, **do not consume it**. Please keep the can and contact us at care.qs@theqshot.com with the batch number, expiry date, place and date of purchase or receipt, and photographs. We will investigate and respond in accordance with applicable law.

If you feel unwell after consuming any food or beverage, seek medical attention immediately. Do not wait for our investigation.

Nothing in this policy limits your rights under the Consumer Protection Act, 2019 or any other law that cannot be excluded (see section 14).

PART B — SUPPLY, STORAGE AND DISTRIBUTION STANDARDS

5. QSHOT's supply commitments

QSHOT will:

- supply intact, correctly labelled products that are within their expiry date and bear a legible batch number;
- dispatch stock on a **first-expiry, first-out (FEFO)** basis;
- ensure that trade stock carries adequate remaining shelf life at dispatch, as agreed with the receiving partner;
- for orders delivered to consumers through QSHOT's own website or online channels, ensure minimum remaining shelf life at delivery in line with FSSAI's direction to e-commerce food businesses (currently a minimum of 30% of shelf life or 45 days before expiry);
- for organised sampling, supply only stock that remains within its labelled expiry throughout the agreed activity period, and record the agreed shelf-life buffer before dispatch;
- provide written storage and handling instructions with every consignment;
- maintain a batch-wise **near-expiry register** of stock held by QSHOT and by known partners, and issue written withdrawal instructions for partner stock approaching the distribution cutoff;
- never knowingly supply unsafe, recalled or expired stock.

Labels determine shelf life. No promotion, event date, commercial arrangement or barter term extends it.

6. Receipt and custody

At every physical handover, QSHOT (or the handing-over partner) and the receiving partner will record, on a delivery note or digital receipt signed or acknowledged by the receiving partner:

- quantity by batch number;
- labelled expiry / use-by date for each batch;
- visible condition of cans and outer packaging;
- date, time and place of delivery; and recipient name and organisation.

Short-dated, damaged, leaking, swollen or unreadable-date stock must be segregated and reported to QSHOT promptly after receipt. A receipt confirms physical custody and the visible checks recorded; it does not waive claims for hidden defects.

7. Storage and handling

The party holding stock must:

- follow the label and QSHOT's written instructions;
- protect cans from direct sunlight, excessive heat, moisture, contamination and physical damage, and not freeze them;
- maintain hygienic storage and handling conditions as required under the FSS Act, 2006 and its regulations;
- brief its staff, volunteers and contractors, and pass these requirements on in writing to anyone to whom it further hands over stock.

8. Expiry checks and distribution

These checks apply up to the point of sale or service to the consumer. QSHOT does not prescribe a fixed sell-through period for retail stock; the only hard limit is the labelled expiry date (or an earlier cutoff that QSHOT notifies in writing).

- Check expiry dates at receipt, when stocking shelves or fridges, and periodically as part of normal stock rotation. Organised sampling teams must also check before each session.
- Sell, serve or sample the earliest-expiring stock first (FEFO).
- **No product may be sold, sampled, gifted, donated, bartered or otherwise distributed after its distribution cutoff.**
- Never alter, remove, over-sticker or obscure any date, batch code or label.
- Do not discount, liquidate or bundle near-expiry stock without QSHOT's prior written approval.
- Do not serve damaged, suspicious or recalled stock.
- When serving open product, use clean cups, serve promptly and discard opened leftovers at the end of the session.

9. Near-expiry, unused and expired stock

- On receiving a QSHOT withdrawal instruction, stop distribution of the named batch immediately and confirm compliance in writing as soon as practicable.
- At the end of any sampling or promotional activity, record unused quantities by batch and report them to QSHOT. Further distribution outside the agreed activity requires QSHOT's written approval.
- Keep expired, damaged or recalled stock physically separate and clearly marked "NOT FOR SALE / NOT FOR CONSUMPTION".
- Return or destroy such stock only as agreed in writing with QSHOT, and retain a return note or destruction record (quantity, batch, date, method, witness).
- Unless required by law or expressly agreed in a contract, stock expiring while unused does not create any automatic right to replacement, refund or reimbursement.

10. Complaints, incidents and recalls

On discovering suspected contamination, a product distributed after expiry, or any adverse incident, the person holding the stock must:

1. stop distribution of the affected batch immediately and isolate the stock;
2. notify QSHOT at care.qs@theqshot.com as soon as practicable;
3. preserve cans, batch details, photographs, and storage and distribution records; and
4. cooperate fully with QSHOT's investigation and with any withdrawal, recall or reporting carried out under the FSS (Food Recall Procedure) Regulations, 2017 or other applicable law.

Urgent medical assistance must never wait for an investigation.

11. Records and traceability

QSHOT and every receiving partner will retain dispatch records, delivery / custody records, near-expiry and withdrawal communications, and return or destruction records for at least the shelf life of the relevant batch plus one (1) year. These records enable traceability one step back and one step forward, and are the basis on which any complaint is assessed under section 12.

PART C — RESPONSIBILITY AND LEGAL APPLICATION

12. Allocation of responsibility

QSHOT's responsibility. QSHOT remains responsible, as required by law and its agreed contracts, for product defects, incorrect labelling, non-compliant supply and its own acts or omissions — including supplying stock past its expiry date or failing to act on near-expiry stock it knows to be in the supply chain. Physical handover does not remove these responsibilities.

Partner responsibility. Under Section 27 of the Food Safety and Standards Act, 2006, a wholesaler or distributor is liable for food supplied after the date of its expiry or stored or supplied in violation of the manufacturer's safety instructions, and a seller is liable for food sold after the date of its expiry or handled or kept in unhygienic conditions. Consistent with this, a receiving partner is responsible for safe storage, handling, expiry checks and distribution of stock in its custody, including the conduct of its staff, volunteers and contractors.

Post-expiry and mishandling. To the extent permitted by law and any express written contract, QSHOT does not assume liability for harm caused solely by: (a) distribution, sale or consumption after the labelled expiry date or a notified distribution cutoff; (b) disregard of label or written storage instructions; (c) failure to act on a QSHOT withdrawal instruction; or (d) contamination, tampering, alteration or other mishandling outside QSHOT's control.

After sale to the consumer. Where a product was sold or supplied to a consumer within its labelled expiry date and was consumed after that date, the consumption was outside the control of QSHOT and the retailer. To the extent permitted by law, QSHOT does not accept responsibility for harm arising from such consumption. QSHOT remains responsible for any defect that existed in the product at the time of sale.

Shared causes. Where more than one party contributes to an incident, QSHOT's position is that responsibility should reflect each party's contribution.

How complaints are assessed. Each complaint is assessed on the product's condition, batch information, custody history and records under section 11, and the applicable legal and contractual duties. No complaint is rejected solely because custody has transferred.

13. Application to MoUs and other agreements

New arrangements. This policy applies to a receiving partner when it is expressly incorporated into the relevant MoU, distribution or supply agreement, sponsorship agreement, or accepted order / invoice terms, identifying the policy version and effective date, with a copy made available before acceptance. Publication on QSHOT's website or receipt of stock alone is not treated as acceptance of any exclusion or indemnity.

Existing agreements. Whether this policy applies under an existing agreement that refers to "company policies" depends on that agreement's wording and valid acceptance. Publication of this policy does not retrospectively remove, narrow or replace any liability previously accepted by QSHOT. Any change to an existing indemnity or allocation of liability must be agreed in writing by authorised representatives of both parties. An express contractual term prevails over conflicting wording in this policy.

14. Statutory duties and consumer rights

Nothing in this policy excludes or limits any liability that cannot lawfully be excluded, limits statutory consumer rights, prevents regulatory action, or excuses any breach of food-safety obligations. The Food Safety and Standards Act, 2006, the regulations made under it, the Consumer Protection Act,

2019 and other applicable Indian law continue to govern. Complimentary or barter supply, expiry or transfer of custody does not create a blanket exemption for QSHOT or for any receiving partner.

15. Approval, versions and updates

This policy takes effect on the date approved by QSHOT's authorised management and stated at the top of the published version. QSHOT maintains dated versions of this policy and records of partner acceptance. Updates apply prospectively; changes to agreed external obligations require the acceptance or amendment mechanism applicable to that agreement. The current version is published at theqshotbeverage.com.

16. Contact and grievances

For product-quality concerns, expiry questions, storage instructions or suspected unsafe stock, contact:

QSHOT Beverage Pvt. Ltd. | A321, Master Mind 4, Royal Palms, Goregaon (E), Mumbai 400065
Grievance Officer, QSHOT Beverage Pvt. Ltd. | Email: care.qs@theqshot.com
FSSAI Licence No. 11525997000919

Please include the batch number, labelled expiry date, place and date of purchase or receipt, and photographs where available. Seek urgent medical assistance immediately whenever needed.