

## Tuesday Morning POE (Port of Entry) Guidelines for Vendors

This document outlines the Tuesday Morning guidelines for POE Purchase Orders and the expectations from our Vendor partners. Our goal is that all orders arrive and are retrieved within the expected timelines, so adherence to these guidelines is critical to ensure our mutual success. Acceptance of a Tuesday Morning POE Purchase order is considered as acceptance of the guidelines listed below.

### Definition:

A Port of Entry (POE) Purchase Order is one where Tuesday Morning takes possession of the product at the container's port of entry, not at a domestic US warehouse. Tuesday Morning's ownership and responsibilities begin **once the container has been retrieved from the port**. All activities prior to retrieval, and any expenses associated with those activities, are the responsibility of the Vendor.

## General Guidelines & Vendor Expectations

- Tuesday Morning accepts POE shipments at three Ports:
  - West Coast – Port(s) of Los Angeles/Long Beach
  - East Cost – Port(s) of New York/New Jersey
  - Texas – Port of Houston
- No other port should be used without receiving prior approval in writing from Tuesday Morning's Vendor Relations department
- **COMMUNICATION IS CRITICAL.** Please make note of the points in the process where information is required. Failure to provide information at the expected milestones will cause delays and may cause you to incur additional expenses.
- Tuesday Morning uses a business partner to handle POE shipments at each port allowed. Any communications on POE shipments should be sent to both Tuesday Morning and our POE business partner for the port of arrival. Tuesday Morning reserves the right to change these business partners at our discretion. You will receive documentation on the POE Partner for your specific PO within 7 business days of the PO being accepted.
- **2021 Note:** All ports are seeing historic congestion and equipment shortages. ***These impacts are outside of Tuesday Morning and our POE Partner's control, and neither will be responsible for payment of fees related to this, or reimbursement of fees paid by you.*** Examples include, but are not limited to:
  - Demurrage/Detention charges
  - Pier Pass fees
  - Per diem charges for container returns
- Tuesday Morning reserves the right to cancel a POE Purchase Order up until the point the container is retrieved from the port by our POE business partner. Failure to provide information within the timeframes requested is considered due cause for cancellation.

- Tuesday Morning should not be listed as importer of record for any POE shipment.
- All POE shipments should be Full Containers (FCL). Containers can contain more than one Tuesday Morning Purchase Order. Under no circumstances should non-Tuesday Morning product be in the same container as our POs. Any expenses associated with the return or destruction of non-Tuesday Morning product will be deducted from payment of the goods.

## Timeline of Events

### *Acceptance of PO & Pre-Arrival Activities*

1. Tuesday Morning issues a POE Purchase order to Vendor. At the time the PO is accepted, the following must be provided **by the Vendor within 7 days to the Vendor Relations team**:
  - a. US Port of Entry
  - b. Vendor Origin Port
  - c. Vendor contact information (phone and email for logistics questions/concerns)
  - d. Estimated date of departure
  - e. Estimated date of arrival
  - f. Total number of Containers and type (20 ft. or 40 ft.)
2. Instructions specific to the Port of Arrival will be sent via email from Tuesday Morning Vendor Relations within 7 days of the creation of the Purchase Order.
3. The expectation is that the container arrives at the port and will be available for retrieval prior to the **Cancel Date** on the Purchase Order. It is the **Vendor's responsibility** to communicate any delays that would impact that date prior to the arrival of the container. **Failure to inform Tuesday Morning of delays to the arrival time may result in cancellation of the order.**
4. All required information (provided to the Vendor in Step #2) is due no later than **fifteen (15) days prior to the scheduled arrival of the container.**

### *Arrival & Customs Clearance*

1. It is the **Vendor's responsibility** to provide both Tuesday Morning & our POE partner with regular updates on the following:
  - a. Customs Clearance status
  - b. Any holds (Customs, FDA, etc.) on the container
  - c. Terminal location
  - d. Last Free Day information
  - e. Any information requested by our POE partner necessary for container pickup.
2. **The Vendor** is responsible for notifying their Tuesday Morning Buyer of any post-arrival issues (e.g. Customs holds) that would prevent container pick up prior to the Cancel Date of the PO.

3. Tuesday Morning requires no less than **5 business days** of free time once the container is available to retrieve. Please note that this 5 business is from the point of the container being “cleared” and may occur more than once. For example, if demurrage fees have to be cleared before retrieval, they will have to be cleared for a **5 business day window** to allow us to pick up the container.
4. **Tuesday Morning’s POE Partner** will attempt to schedule an appointment to pick up the container on or before the last free day. None of these parties will be responsible for expenses incurred due to any of these scenarios:
  - a. Lack of available appointments due to port congestion
  - b. Labor shortages at the port
  - c. Carriers that are turned away due to port congestion
  - d. Any events outside of our control: weather delays, COVID-19 impacts, etc.
5. Containers are retrieved in the order they are clear and available to be collected; i.e. Customs cleared and no outstanding fees due. Under no circumstances is Tuesday Morning and/or our POE Partner able to expedite a retrieval to avoid additional fees being incurred.
6. Any expenses incurred prior to the container being retrieved (“out gated”) are the sole responsibility of **the Vendor**. Note that excessive delays due to non-payment of fees (e.g. clearing of demurrage charges) can result in cancellation of the Purchase Order.

*Post-Receipt*

1. POE shipments arriving in Los Angeles or the NY/NJ area are taken to our POE partner’s local facility after retrieval from the Port. POE shipments arriving to the Port of Houston are taken from the Port to Tuesday Morning’s Distribution Center in Dallas.
2. If your Purchase Order has **Receipt of Goods (ROG)** payment terms: Receipt of Goods occurs in Dallas, not at the our partner’s facility if we choose to take it to one. **ROG days are calculated from the container’s arrival in Dallas.**