



## Becoming a Vendor



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## Pier 1 Imports Business Overview

Pier 1 Imports, Inc. was incorporated as a Delaware corporation in 1986. The specialty retail operations of the Company consist of retail stores operating under the name “Pier 1 Imports”, which sell a wide variety of furniture, decorative home furnishings, dining and kitchen goods, bath and bedding accessories, candles, gifts and other specialty items for the home. Pier 1 Imports is the original global importer of unique home furnishings.

Pier 1 Imports is the place to discover unique home furnishings and gifts from around the world.

Our authentic and distinctive merchandise reflects the diverse cultures of the many countries we explore. We offer a broad assortment of items and styles, with something for everyone – useful, decorative and the purely whimsical. We help our customers reflect their personal style.

Our stores are a treat for the senses. Fragrant candles, the colors and patterns of dinnerware, textured carvings, woven textiles and the exotic scent of wicker all combine to create an eclectic environment.

Our image is quirky. From our iconic logo to our signature red tile floors, we offer a special shopping experience. We display our fabulous wares so that each trip is a treasure hunt where customers can find long-time favorites as well as something new. It’s the thrill of the bazaar. The expected and unexpected.



The Company’s Home Office is located in Fort Worth, Texas and employs overall approximately 16,200 associates in the United States and Canada; operates six regional distribution center facilities in or near Baltimore, Maryland; Columbus, Ohio; Fort Worth, Texas; Ontario, California; Savannah, Georgia; and Tacoma, Washington; and operates over 1,000 stores.

## Master Terms and Conditions of Purchase Orders

All purchase orders are subject to the Master Terms and Conditions of Purchase Orders. Acceptance of a purchase order or delivery of merchandise constitutes a Vendor’s agreement to the terms and conditions set forth on each respective purchase order and to the Master Terms and Conditions of Purchase Orders. After becoming a vendor, the Master Terms and Conditions of Purchase Orders will be made available.

## Pier 1 Imports Code of Vendor Conduct

### Employment:

**No Child Labor:** Vendors will not use child labor. The term "child" will be governed by the local law of the country in which the production is being conducted, including laws defining the age for completing compulsory education. If the laws of that country do not provide a definition or if the definition includes individuals below the age of 14, we define a "child" to be anyone below 14 years of age.

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**Voluntary Labor:** All labor must be voluntary. Forced, bonded, prison, or indentured labor will not be tolerated. Workers must be allowed to maintain control over their identity documents.

**No Harassment or Coercion:** Vendors will treat each employee with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment, intimidation or abuse.

**Freedom of Association:** Vendors must respect the right of workers to choose whether to lawfully and peacefully bargain collectively.

**Nondiscrimination:** Pier 1 Imports respects the cultural differences found worldwide; however it is our belief that workers should be employed on the basis of their ability and qualification to do the job, and not on the basis of personal characteristics or beliefs. As such, vendors will not unlawfully discriminate with regard to hiring and employment practices on the basis of race, religion, age, nationality, social or ethnic origin, gender, sexual orientation, political opinion or disability.



**Wages and Benefits:** Vendors must compensate all workers with wages, overtime premiums, and benefits that meet or exceed local law, local industry standards, or collective agreements, whichever are higher.

**Hours of Work/Overtime:** Vendors will maintain reasonable employee work hours in compliance with local law. Vendors must provide workers with rest days and must ensure the working hours are consistent with local law and not excessive. Pier 1 Imports prefers vendors whose employees are normally not scheduled for more than forty-eight (48) regular hours per week and 12 hours overtime. Except for extraordinary business circumstances, employees

should be permitted to at least one (1) day off in every seven (7) day period, or the rest period required by applicable law if greater than one (1) day a week.

**Health and Safety:** Vendors will provide employees with a safe and healthy workplace in compliance with applicable law, ensuring at a minimum, reasonable access to potable water and sanitary facilities, fire safety, and adequate lighting and ventilation.

## **Environment:**

Vendors will comply with all applicable law regarding protection and preservation of the environment in their country. Vendors must validate that all input materials and components were obtained from permissible harvests consistent with international treaties and protocols.

**Supply Chain:** Vendors will ensure their supply chain security by complying with and adhering to the applicable supply chain security criteria contained in the US Customs and Border Protection's "Customs –



Trade Partnership Against Terrorism” or the equivalent criteria contained in an applicable World Customs Organization accredited security program.

**Anti-Corruption:**

Vendors must not tolerate, permit, or engage in bribery, corruption, or unethical practices whether in dealings with public officials or individuals in the private sector.

**Financial Integrity:**

Vendors must keep accurate records of all matters related to their business with Pier 1 Imports in accordance with standard accounting practices such as Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS).

**Monitoring, Documentation and Compliance:**

Vendors will permit Pier 1 Imports and its agents (including third parties) to engage in assessment activities to confirm compliance with this Code of Vendor Conduct, including unannounced on site inspections of production facilities; reviews of books and records relating to employment matters; and private interviews with employees. Vendors will maintain on site all documentation that may be needed to demonstrate compliance with this Code of Vendor Conduct.

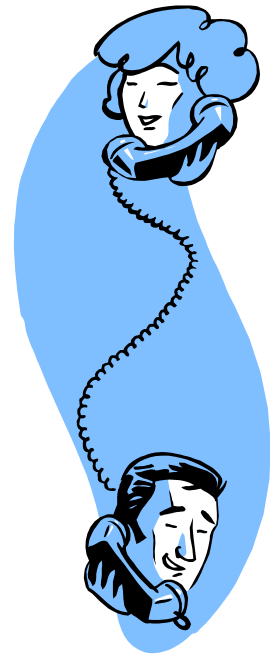
**Communication of Standards:**

Vendors will take appropriate steps to ensure that the provisions of this Code of Vendor Conduct are communicated to employees, and any subcontractor employees, including the prominent posting of a copy of this Code of Vendor Conduct, in the local language and in a place readily accessible to employees, at all times.

**Certificate of Insurance:**

Pier 1 Imports requires all US companies to maintain in full force Commercial General Liability Insurance, including contractual and products liability, written on an occurrence basis, and which includes a Broad Form Vendor Endorsement in favor of Pier 1 Imports, Inc. (and all subsidiaries thereof), with coverage limits of at least:

- \$1 million each occurrence
- \$2 million general aggregate
- \$2 million products and completed operations aggregate
- \$2 million umbrella excess each occurrence/general aggregate



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**Confidentiality and Nondisclosure:** The designs, prints, drawings, specifications, samples, trends/merchandise direction, seasonal color palettes, motifs, Service and Trademarks, patterns or other information including, but not limited to, all content stored and/or viewed on the Pier 1 Imports Connect Portal are furnished by Pier 1 Imports (U.S.), Inc., Pier Alliance Ltd., their buyers, agents or affiliated entities to the vendor or supplier, subject to the Pier 1 Imports Confidentiality and Nondisclosure Policy. Complete policy will be available with the New Vendor Packet. See New Vendor Documentation below.

## Pier 1 Imports Teams

**Merchandising:** The buying staff is responsible for identifying trends, evaluating the competition and making buying decision. The department operates under five divisions and thirty eight departments.

**Merchandise Assistants:** The Merchandise Assistants support the buying staff by enhancing the buying process; validating and approving price labels for accuracy and write purchase orders.

**Merchandise Planners:** The Planning Department evaluates the performance of current product and forecasts seasonal needs. Their projections include basic needs plus peak planning. Each buyer is assigned a Merchandise Planner who handles this activity for them.

**Merchandise Allocators:** The Allocation Department monitors and ensures that the right amount of merchandise is sent to the stores. Each buyer is assigned a Merchandise Allocator who handles this activity for them.

**Brand Packaging:** The Brand Packaging & Labeling Department works with our vendors and agents to ensure product packaging and labeling offer a consistent brand identity.

**Merchandise Compliance & Trade Compliance:** The Compliance Department works with vendors to ensure that product is tested, safe and meets local, state and Federal government guidelines. This department ensures proper US Customs compliance and tariff assignments prior to shipping.

**Vendor Systems/Data Integrity:** The Vendor Systems Department works with vendors to ensure the accurate and timely presentation of all shipping documents for ISF, vendor payments, and US Customs clearances.

**Transportation:** The Transportation Department is responsible for optimizing product flow and prevention of problems in the supply chain. The department is broken into three geographic groups and works closely with our vendors and buying staff to ensure product is received timely.

**Vendor Compliance:** The Vendor Compliance Department monitors merchandise quality, packaging, and delivery dates to ensure they meet Pier 1 Imports standards.



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**Vendor Relations:** The Vendor Relations Department monitors all new vendor set-ups, changes to existing vendor accounts and administers Connect.Pier1.com. This department will also resolve any questions submitted to [VendorRelations@Pier1.com](mailto:VendorRelations@Pier1.com).

## Product Information

After becoming a vendor, all products offered to Pier 1 Imports require a completed Product Information Sheet be submitted by the vendor. The Product Information Sheet provides details on the product and is used by the buyers to assess if there is interest in the item.

It is important that the detail provided on the Product Information Sheet be accurate and complete. This tool also provides our Compliance team with information required to properly classify our products for US Customs and to review for other government agency requirements, when applicable. The information in this tool gives the Compliance team the ability to assess testing, regulatory labeling and certification requirements at the time Pier 1 Imports agrees to purchase the item. In addition, it provides information to our Brand Packaging team to successfully package according to US and Canadian regulations; and provides useful information for our customers.



All samples must have a completed and accurate Product Information Sheet before shipment.

Products regulated by other Government Agencies and Services, such as Food & Drug Administration, Fish & Wildlife Services, Environmental Protection Agency, and US Department of Agriculture, must have the proper registration and/or declaration completed with the respective agency, where applicable, prior to offering the product to Pier 1 Imports. The vendor must be willing to provide this information on the Product Information Sheet, and must obtain such information from reliable resources.

For example, if the item contains animal by-products, e.g. leather, shell, feathers, etc., the vendor must be able to provide accurate information pertaining to the animal, including common name, genus, species, country of harvest, whether animal was artificially propagated, wild-caught, captive-bred or domesticated, and state if the animal is on the CITES Preconvention List. The by-product of any animals protected under CITES are either prohibited or require a special permit to import. All permits must be obtained by the vendor before exportation.

Once new vendor set-up is completed and security requirements fulfilled, you will be given access to Connect.Pier1.com where you can link to the Product Information module.

A training manual and FAQs will be available to the vendor, as well as appropriate contact information.

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## Brand Packaging

The Brand Packaging Team is responsible for ensuring that packaging and labeling in stores meets all US and Canadian regulations. Brand Packaging is also responsible for providing accurate, useful and interesting information to our customers. Due to extensive rules and regulations, Brand Packaging has established detailed processes that ALL vendors must follow. Once accepted as a vendor, please refer to the Brand Packaging tab on Connect.Pier1.com for more information.



Pier 1 Imports does not accept substandard packaging and therefore requires ALL vendors/agents to send pre-production packaging samples with product sample, included for approval, to the Brand Packaging Team BEFORE mass production has started. There are several different processes depending on the type of packaging needed:

- Packaging that is created by Pier 1 Imports Brand Packaging Department
- Vendor supplied packaging design
- Packaging created by using or modifying Pier 1 Imports established templates
- Packaging created by picking up old packaging artwork
- Non-Packaged products: Open Stock (requires price labeling)

It is the vendor's responsibility to ensure there are no toxins used in the manufacturing or printing of packaging or labeling produced for Pier 1 Imports.

Penalties for incorrect or mislabeled merchandise, not following procedures, printing packaging BEFORE receiving approval, using substandard packaging, etc., will be enforced as stipulated in our Vendor Standards Manual.

We use the following software exclusively: Adobe Creative Suite Version 5 (InDesign 5.5, Illustrator 5.1 and PhotoShop 5.1). All of our artwork is created in InDesign 5.5. We DO NOT recreate any artwork for vendors/printers who do not have Adobe InDesign software. Agents/Vendors/Printers MAY NOT recreate our artwork.

- We require partners (vendor/printers) to use Adobe software.
- Printer MUST have knowledge of InDesign software.
- All vendors or printers are required to upgrade their software as necessary to accommodate our artwork files.

It is the vendor's responsibility to organize the printing of their packaging. At the vendor's request, we will provide the contact information of a reliable printer in the product's country of origin (if available).

All vendors are required to disclose itemized packaging costs to the Brand Packaging team after the packaging



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has been approved.

Vendor is ultimately responsible for accuracy of text content (including any weights, ingredients, etc), warning statement requirements and US and Canadian packaging regulations.

Once you become a vendor, you should thoroughly read the processes provided in the “Brand Packaging Guidelines” in the Brand Packaging page on Connect.pier1.com.

## Merchandise Compliance and Trade Compliance

The Compliance department is responsible for ensuring Pier 1 Imports products are safe and meet all applicable United States (Federal and State) and Canadian regulations and standards. In addition, the Compliance team is responsible for the import classification and documentation of products shipping to the U.S and Canada. Compliance is the primary point of contact for questions regarding how to complete a Product Information Sheet (see below).

- Vendors are expected to understand and comply with all regulations affecting their products and to provide safe, compliant, quality merchandise to Pier 1 Imports.
- Vendors are required to provide accurate information about their products, the materials used to make them, and the supply chain involved in manufacturing. Any changes throughout the life of a product must be reported to Compliance immediately.
- Additionally, documents have been created to enhance the vendor’s understanding of rules, regulations, and expectations. These “Quick Reference Guides” can be found on Connect.Pier1.com in the Merchandise Compliance and Import Compliance sections.
  - These guides may not cover all applicable laws and standards, so it is imperative that vendors stay current regarding rapidly changing policies in the United States and Canada.



### Testing Process:

- Upon SKU creation, a Test Request Form (TRF) will be emailed explaining required testing, labeling and/or documentation required for each product.
  - Testing protocols exist for many product categories and can be found on Connect.Pier1.com - Merchandise Compliance – Protocols/Test Sets.
  - Purchase Order text must be reviewed for additional labeling and buyer instructions.
- Manufacturer is responsible for all testing costs.
- Pier 1 Imports may accept existing test reports. Please send any existing test reports as soon as possible to determine if they will be acceptable.
- Pre-production samples should be submitted to an approved 3<sup>rd</sup> party lab for testing – see Approved Labs list on Pier 1 Connect. The Pier 1 Imports TRF must be included with testing submission.
  - Pre-production samples must be exact replicas of production, including materials and processes. Production should not begin until passing test reports are received.
  - Ceramic tableware must be tested from production per FDA regulations

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- Test results should be sent no later than **60 days** prior to shipping.
  - Products without passing reports on file by the PO first ship date will be blocked from shipping and/or subject to late shipment penalties.
  - Rebuy SKUS require regulatory and safety testing on an annual basis at minimum.
- Pier 1 Imports requires all items that contain scrapable paint or surface coatings to meet lead limits of 90 ppm (0.009%). Test reports are required to verify all paints are within these limits.

## **Pre-Shipment Quality Assurance Inspections:**

As part of an ongoing commitment to improving merchandise quality, safety, and compliance, a random final inspection must be completed per AQL 2.5 guidelines prior to shipment for every order. The results of the Pre-shipment inspection for the initial order of a SKU must be sent to Pier 1 Imports 7-14 days prior to the first scheduled ship date.

Products are subject to inspection by Pier 1 Imports internal Quality Assurance teams prior to allocation to stores.

## **Other key points of responsibility include:**



- Law labels must be sent for approval prior to printing. Detailed information on law labels, registration, and other warning labels are available in the Vendor Standards Manual.
- Children's Products will require additional testing per CPSIA requirements. The current definition of a children's product is "a consumer product designed or intended primarily for children 12 years of age or younger". Products that are very appealing to children may be deemed children's products and require additional testing.
- Domestic vendors are required to provide a General Conformity Certificate (GCC) for each shipment of every applicable product.

## **Customs – Trade Partnership Against Terrorism**

C-TPAT is a voluntary government-business initiative to build cooperative relationships that strengthen and improve overall international supply chain and US border security. C-TPAT offers trade-related businesses an opportunity to play an active role in the war against terrorism. Pier 1 Imports has been a C-TPAT participant since 2003.

Vendors must meet or exceed the eight minimum security criteria as defined by US Customs and Border Protection. In addition, vendors are required to conduct a comprehensive risk assessment of their supply chain business partners. Vendors and their business partners are subject to verification of compliance with the C-TPAT security criteria. You may read more about C-TPAT at <http://www.cbp.gov/>

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## DOCS Alerts/Data Integrity

DOCS is an integrated secure web based portal for vendors' timely presentation of documents throughout the supply chain. Purchase orders are loaded daily and require positive confirmation from the vendor that all data is correct and they accept the terms and conditions. When ready to ship, vendors must use the system for document creation which includes:

- Invoice / Packing list
- Cargo Delivery Information

The documents are sent electronically to our internal accounts payable system for vendor payments and to our broker who in turn captures the information to create the customs information for our Importer Security Filing.

## Importer Security Filing

As part of the C-TPAT program, Pier 1 Imports and all importers are required by US Customs and Border Protection to file an ISF (Importer Security Filing) transaction for every foreign import. Several key facts about each import must be sent to Customs prior to the merchandise being loaded on a ship in the foreign port. Pier 1 Imports is committed to meeting these government requirements and the potential penalties from Customs are very high for incorrect or late filings.

We have developed a simple process for our vendor partners to enter mandatory **Cargo Delivery** information for all foreign shipments on Connect.Pier1.com when ready to ship to the United States. There are several "How to..." quick reference documents with additional information available on the Connect portal.

## Transportation

The Pier 1 Imports transportation organization is responsible for nominating carrier and consolidators for air, land, and sea shipment for domestic and international shipments.

The transportation organization is divided into four groups.

North America (U.S., Canada and Mexico)

China and Taiwan

India and Southeast Asia (Indonesia, Thailand, Malaysia and Vietnam)

All other Origins – Europe, South America

Pier 1 Imports vendors can contact the respective Transgroup Team for all transportation questions and to obtain instructions on how to ship your purchase order(s)

Depending on the volume, you may be instructed to ship full container loads from your factory, or smaller



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volumes will ship to a consolidation facility.

Transgroups will determine the final Load Plan, Destination, Consignee, booking information etc.

## Vendor Compliance

Pier 1 Imports is committed to sourcing product that is of the highest quality and supports a positive social, ecological and economic model for trade. Vendors should strive to constantly improve production quality, efficiency, delivery times, working conditions, and production environments, while maintaining the characteristics of a hand-made product.

Merchandise quality, packaging and delivery dates must meet or exceed Pier 1 Imports standards. If any one of these elements falls below our standards, chargeback's will be applied according to our established claims policy.

This policy will be enforced for issues including but not limited to:

- Quality
- Packaging
- Labeling
- Documentation
- Inner and master pack quantities and labeling
- Demurrage, detention and transfer costs
- Distribution Center/Store expenses and labor costs
- Late Delivery of merchandise/documents
- Charges and/or fines that may apply from insurance claims, carriers, forwarders, regulatory agencies and customers.
- Quantity shortages and overages

While it is not our policy to create revenues from claims or chargebacks, it is our objective to ensure that all Merchandise is compliant with our standards as outlined in our purchase orders, policy communications, Vendor Standards Manual, and the Master Terms and Conditions of Purchase Orders. More detailed information will be provided once a vendor is approved for business with Pier 1 Imports.



## Trade Finance Policy

Pier 1 Imports negotiates payment terms with its vendors. Payments are made via ACH (domestic electronic payments) or wire transfer (foreign electronic payments).

Cost to the vendor for electronic payments is minimal and usually consists only of bank fees charged by the vendor's bank for receipt of funds. Failure to properly route documents as directed under Pier 1 Imports

Document Routing instructions will delay merchandise payment.

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## Basic System Requirements

Most communication between our vendors and Pier 1 Imports, including new product information, purchase orders, and shipping documents, is done through the **Pier 1 Imports Connect Web Portal** at <http://connect.pier1.com>. Following are minimum system requirements for our vendor partners:

*Personal Computer (**Only PC**. Apple Corporation Computers not supported)  
Microsoft Windows XP Service Pack 2 (or higher, like Vista)  
Internet Connection (high-speed recommended)  
Microsoft Internet Explorer 7 OR higher  
Recommended 2G memory*

## New Vendor Documentation

The New Vendor Packet contains the forms and acknowledgments that are required to establish your company and manufacturers in our systems. You must complete each of the tabs in the New Vendor Packet as directed. It is important that all requested information be provided to avoid delays in processing. All documents submitted will be reviewed for completion. If there are any questions or missing information, you will be contacted by Vendor Relations to assist you in completing the packet. If you have any questions regarding the completion of this New Vendor Packet, please feel free to contact

[VendorRelations@pier1.com](mailto:VendorRelations@pier1.com).

The New Vendor Packet contains the following components:

1. Instructions
2. Vendor Profile
3. Payment Profile
4. Manufacturer Security Questionnaire (C-TPAT)
5. Code of Vendor Conduct
6. Notice of Confidentiality and Nondisclosure Policy
7. Acknowledgement of Relationship Between Vendor and Pier 1 Imports Agents
8. Merchandise Compliance – Testing, Certifications, and Test Results
9. Formaldehyde Policy
10. Certificate of Liability Insurance



Once all documents are compliant, your company will be set up in our systems. This can take up to two business days from completion of documents. You will receive an email containing a user name and password that will be used to access Pier 1 Imports Connect portal. For each individual in your company who will be working with Pier 1 Imports, you will need to add them as Users and set permissions for them for access to various Pier 1 Imports applications.

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## Connect.Pier1.com

The Connect portal contains a wealth of information for our vendors for conducting business with Pier 1 Imports, including our Vendor Standards Manual, Master Terms and Conditions of Purchase Orders, Testing Protocols, Brand Packaging instructions/templates, training documents, and much more. Connect News announcements are also posted, which allows us to communicate with our vendors immediately.

### **Vendor Standards Manual:**

The Vendor Standards Manual is intended to act as a handbook for all aspects of business with Pier 1 Imports and will be provided upon acceptance as a vendor. Refer to this manual often for any questions or concerns about the business process. The standards are intended to help facilitate the merchandise flow from conception through receipt into the Pier 1 Imports Distribution Centers and stores.

## How to Initiate Contact with Pier 1 Imports

### **PRODUCT OFFER SUBMISSION TO PIER 1 IMPORTS**

Product can be introduced to Pier 1 Imports via email communication or via postal/courier service. If the product fits within our merchandise direction, a follow-up meeting may be scheduled to discuss /review further.

Email new product offers to [VendorRelations@pier1.com](mailto:VendorRelations@pier1.com). The subject line should include the words “New Product Offer” and the type of product, for example “New Product Offer – Rugs”. Email should provide product information, best price quote, photo, company profile and contact information.

Product offers sent via the postal /courier service should include product information, best price quote, photo, company profile and contact information and should be sent to the following address:

*Pier 1 Imports (U.S.), Inc.  
Attn: Merchandise Product Offer  
100 Pier 1 Place  
Ft. Worth, TX 76102-2600*

\* Pier 1 Imports respects all intellectual property rights. Such submissions are held in the strictest confidence.

### **SAMPLES**

Do not send samples. Initial photos and information will be sufficient to determine if there is interest in the product. If there is interest, Pier 1 Imports may request a sample, but we do not pay for samples unless vendor receives prior authorization from the Buyer on the amount to be invoiced. Pier 1 Imports does not pay for sample freight of unsolicited samples.





Samples submitted to Pier 1 Imports for review will not be returned.

**PRODUCT OFFER REVIEW PROCESS / FOLLOW-UP**

Email questions/inquires regarding the new product process to [VendorRelations@pier1.com](mailto:VendorRelations@pier1.com). The subject line should include the words “New Product Offer – Process Inquiry”.

The review process can take up to four weeks.

Pier 1 Imports intends to respond to all product submissions. If it has been more than six weeks since the offer was submitted and no response was received, please resubmit offer for review. See PRODUCT OFFER SUBMISSION TO PIER 1 IMPORTS above.

The buyer will receive the new product offer submission and will respond once the offer has been reviewed.

**PRODUCT/VENDOR SELECTION**

The buyer will contact your company if there is interest in the product. Should they decide to purchase the product, your company will be required to complete our new vendor packet. See section “New Vendor Documentation” above. Upon receipt of the required information, your company will be set up in our financial systems as a vendor. Your company will be provided a user name and password to access Pier 1 Imports Connect Portal via “Current Member - Login to Connect Portal” <http://connect.pier1.com>. See more information in section “Connect.Pier1.com”.

