

VENDOR RELATIONS & ACCOUNTS PAYABLE

Vendor Relations

The goal of the Burlington's Vendor Relations department is to work together with its vendors to create strong and successful partnerships. They are your single point of contact for questions vendors may have regarding compliance issues, Accounts Payable, and EDI/Gateway inquiries. We encourage open and proactive communication to avoid issues before they arise.

Charges/Deductions

There are different types of charges and deductions that may appear on your check. A "chargeback" is any compliance related charge and will appear on your check with the prefix of "VC". A "deduction" is an invoice debit taken by Accounts Payable.

Deductions/charges must be disputed within 6 months of the deductions/charge create date. Charges disputed outside of the 6 month window will not be reviewed. Please do not accumulate charges for dispute on a monthly, quarterly, seasonal, or annual basis.

Please note:

If there is a need for an exemption, a conversation needs to be had prior to shipping your merchandise. Exemptions to any rule can only be approved by Vendor Relations and are valid for a maximum of one year (or less if noted in the approval). Exemptions will not automatically renew, it will be up to the vendor to reopen the discussion for further exemption

Vendor Compliance Charges (VC)

Vendor Compliance charges are issued when disruptions occur in our distribution centers and affects the receiving of merchandise caused by the vendor. Burlington Stores has created a compliance rule list that is intended to recover any additional costs incurred due to vendor non-compliance.

Below is the compliance rule list in its entirety. Charge amounts for a specific incident will be calculated based on a number of variables; for example, carton count, PO cost, PO units, etc. If you require further clarification, please do not hesitate to reach out to the Vendor Relations department at 609-387-7800 x73318 or Vendor.Relations@Burlington.com.

Charge Category	Compliance Rule	Rule Description	Minimum Charge	Maximum Charge
Carton Information	1989	Duplicate carton number	\$250	\$2,000
	470	Shipping label in wrong location	\$125	\$1,500
	435	Carton labels are in wrong location	\$125	\$1,500
	475	No UCC128 barcode shipping label	\$25 per carton	\$1,500
Floor Ready Issues	780	Tickets on merchandise are for a different retailer	\$100	\$2,500
	800	Incorrect ticket placement	\$125	\$2,500
	885	Merchandise partially pre-ticketed	\$250	\$2,500
	890	Merchandise not pre-ticketed	\$250	\$2,500
Packing Issues	600	Styles, colors & sizes mixed in a carton	\$125	\$2,500
	625	Cartons are not reshippable	\$25 per carton	\$500
	1415	Concealed shortage	\$125	
	1850	Cartons strapped or banded	\$125	
PO Exceptions	650	Style substitution	\$250	\$2,500
	655	Size substitution	\$250	\$2,500
	660	Color substitution	\$250	\$2,500
PO Fill Rate Issues	<i>Burlington Stores allows a 10% fill rate variance per style. It is the vendor's responsibility to notify the appropriate contact within the Purchase Order Entry team prior to shipment if the PO will be outside of this variance in order to avoid a chargeback. If the fill rate per style is within 10%, you do not need to notify the Purchase Order Entry team.</i>			
	670	Style under shipped	\$200	\$750
Receiving Issues	1150	No ASN at time of receipt	\$125	\$1,500
	1810	ASN not received on time	\$250	\$250
Freight Charges	2220/259	Late routing request	\$250	
	257	More than one ready to pickup date in the same week	\$150	
	258	More than one routing request in the same week	\$150	
	215	Freight sent collect - s/b prepaid	\$150+FF	
	235	More than two shipments in a week to the same location	\$150+FF	
	255	PO shipped on consecutive days	\$150+FF	
	672	PO Shipped more than x times	\$150+FF	
	270	Failure to consolidate Same day shipments	\$150+FF	
	1611	Shipped to wrong location	\$250+FF	
	225	Failure to ship via consolidator	\$250+FF	
	1610, 1628	Authorization number not on freight bill	\$150	
	1975,252	PO shipped not routed	\$250 per PO line	
	253	PO routed not shipped	\$150	
249	Routed carrier not used (P2)	\$150		
242	PO Discrepancy against routing	\$150+FF		

Disputing Vendor Compliance Charges (VC)

All vendors must submit VC and FRT disputes through the Trading Partner portal. This will eliminate duplicate requests, and allow the Vendor Relations team to handle disputes in the most efficient manner.

If you feel you have received an invalid vendor compliance chargeback, you may dispute the chargeback through our Trading Partner Portal within six months of the date your charge was transmitted to you. Please be sure to include all relevant backup documentation.

Compliance Portal <https://burl.traversesystems.com>

The compliance portal provides vendors access to:

- View vendor compliance chargeback details.
- Photos and other supporting chargeback data.
- Download individual compliance chargeback details.
- Submit disputes.
- Dispute status.
- Check Remittances

This website requires a login for access. If you wish to access the site and do not have a user name and password, email Vendor.Relations@Burlington.com with the following information:

- Name of person wishing to have access to the site
- Job title
- Address, city, state, zip code
- Phone number
- Email address
- Vendor name(s) and the vendor number(s) that you will need visibility to
- Purchase Order Number

All correspondence regarding vendor compliance charges must be submitted through the compliance portal. If you have any compliance questions or need general information please contact:

Email: Vendor.Relations@Burlington.com

Phone: 609-387-7800 x73318

Accounts Payable

Invoicing

It is imperative that these rules are being followed to ensure your invoices are paid in a timely manner:

- All invoices are required to be sent via EDI or Gateway.
- Burlington Stores will not pay any freight cost that is added to a merchandise invoice.
- Vendors must only send one invoice per shipment.
 - “Ship-to-Mark-for” shipments (S2M4) typically ship to one of Burlington Stores’ distribution centers and are packed by store. Even though they are packed by store, they constitute one shipment for the vendor. Therefore, vendors must only send one invoice per shipment.
- For drop-ship/direct-to-store purchase orders, there should be one invoice per store location.
 - In order to expedite payment & research, please include the Fed Ex or UPS tracking number in the CAD segment of the EDI invoice
- Invoices are expected to match shipments.
- Invoices should be sent after the purchase order has been shipped, not before.
- Invoice line item details are required for each invoice. Summary invoices will not be allowed.
- All vendors who use multiple pay sites will be required to include a DUNS number to ensure appropriate pay site.
- Purchase orders will include trade discounts or warehouse discounts if applicable. Vendor invoices should also include these discounts to match the purchase order.
- Payment terms begin from the date merchandise is received into Burlington’s distribution center system (NOT the yard).

Duplicate Invoices

Invoices sent with the same invoice number will reject out of our Accounts Payable system as a duplicate invoice. If an invoice needs to be sent for additional monies owed, a new invoice number must be sent. If a correction needs to be made on a submitted invoice, please reach out to EDI.Support@Burlington.com for instructions on the resubmit process. Invoice numbers should not be “recycled” within 365 days; doing so will necessitate a manual correction and subsequent expense offset fee, and the potential for a delay in payment.

Accounts Payable Deductions

AD- Advertising debit	FX- Fixture
AN- Anticipation	LH- Legal hold/charge
CO- Commission	MD- Mark down
CR- Credit	NSD- New store discount
D- Discount	PMDSE- Pre-payment of a wire
DMC – Price difference, discount, substitution	R- Received short, Recall, RTV/ Buyer’s request
DMQ - Shortage	
DMCCMQDMQ – Discount on repayment of shortage	

Shortages (DMQ)

If Burlington determines that there is a merchandise invoice shortage, the invoice will be issued with an DMQ claim debit. Details for these shortage debits will be on the check remittance. All shortage disputes should be sent to Vendor.Relations@Burlington.com within 6 months of receipt. Include any backup documentation and a filled out copy of the [Burlington Debit Claims Spreadsheet](#). Please compile and send all undisputed shortage claims onto one dispute form.

Allowances/Discounts

Many vendors have various allowances with Burlington Stores that were negotiated by our merchant and your sales person. These negotiations will appear on your vendor agreement and/or purchase order.

Defective Allowances

Audits are performed on all POs to determine if a defective allowance should have been taken based on the terms negotiated on your Vendor Agreement. If it is determined that an allowance should have been applied, the allowance will be deducted based on received units at the PO level to capture the agreed upon percentage. This will appear on your check in the form of a Vendor Compliance (VC) charge.

Inventory Control (R Debits)

For backup information for these types of deductions, please reach out to Vendor.Relations@Burlington.com.

Received Short

When a concealed shortage is discovered at the store level, a debit request is submitted with a “received short” reason code. Concealed shortages at the store level are identified when a shipment is spot checked in the warehouse and appears to have all units in the cartons; therefore not all cartons are opened in the warehouse. Final unit counts occur when the shipment is received at the store. At this point, any items short in the carton will result in a “received short” claim.

Recalls and Unsafe Products Policy

When a product is deemed defective, substandard, unsafe, hazardous, not in compliance with Burlington Stores’ policies or standards or not in compliance with applicable laws and regulations, all units may be recalled from Burlington’s stores at the discretion of Burlington

Stores. Vendors will be charged back for the cost of the merchandise, and shall be responsible for all freight and handling charges. In addition to all other rights and remedies Burlington Stores may have under applicable law, including the right to recover for lost sales; Burlington Stores may also charge the vendor up to 20% of the retail cost of all such goods to offset the expenses that may arise from executing any recalls of the merchandise. Burlington Stores will process most such recalls under its “debit and destroy” policy (i.e. the merchandise will not be returned to the vendor). Any incremental costs incurred as a result of management, administration, or disposal of defective, substandard, unsafe, hazardous or recalled product will be charged back to the vendor.

Return to Vendor/ Buyer Request (RTV)

The following may be refused at time of delivery at the sole discretion of Burlington Stores and at the complete expense of the vendor.

- Early shipments
- Shipments past their cancellation dates
- Unauthorized shipments
- Over-shipments
- Substitutions
- Invalid orders
- Cancelled orders
- Shipping with late or inaccurate ASNs
- Merchandise that does not meet purchase order specifications of style, color size, quantity and/or quality

NOTE: Burlington Stores will not request nor require return authorization for such refusal.

Vendor minimum insurance requirements

In order to fulfill all express and implied warranty and indemnification obligations under the Terms and Conditions of the Burlington Stores Purchase Order, please note the following Burlington Stores vendor minimum insurance requirements. Vendor at its sole cost and expense agrees to maintain, in full force and effect at all times, at least the following type and amount of insurance for claims which may arise out of, or in connection with, the Purchase Order and/or merchandise furnished thereunder: Commercial General Liability Insurance, including Contractual and Products Liability, on an occurrence basis, with limits of at least \$1,000,000 per occurrence with \$4,000,000 umbrella. Such policy shall name Burlington Stores (together with its affiliates and subsidiaries) as an additional insured. Vendor will provide Burlington Stores with a certificate evidencing the required insurance and additional insured vendor endorsement. By requiring insurance herein, Burlington Stores does not represent that coverage and limits will be adequate to protect Vendor. Additionally, such coverage and limits shall not be deemed as a limitation on Vendor's liability under the Purchase Order. Please provide your insurance agent or broker with a copy of this letter and ask them to send the original Certificate of Liability Insurance to the Vendor Setup department via regular mail to:

*Burlington Stores
Attn: Vendor Setup
3rd floor- Room 309
4287 Route 130 South*

Edgewater Park, NJ 08010

Sample Submission

All freight costs relating to shipments of sample merchandise are at the vendors' expense. Merchandise samples provided to Burlington, which the vendor has not identified in writing as to be returned to vendor within 15 days of delivery, become the sole property of Burlington and may be donated by Burlington to a charitable organization of its choosing or sold in sample sale, at Burlington's discretion.