



## PORT OF ENTRY (POE): Vendor Terms and Guidelines

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Dear Trading Partner,

This document outlines Burlington's Port of Entry (POE) container shipment terms and guidelines. Our intention is to provide all parties with complete transparency to the POE container shipping process, to ensure successful, on-time deliveries that meet everyone's expectations. In order to be approved to ship POE to Burlington, the POE terms and guidelines must be agreed upon by both parties. Please read in full and complete the "Vendor Information" page, and return a signed copy to your Burlington buyer.

**POE Containers must enter through the following US ports only:**

Southern California Ports – Los Angeles, Long Beach, San Pedro, etc.

New York/New Jersey Ports – Port Elizabeth, Newark, Staten Island, etc.

### **Before Container Pickup:**

1. All vendors must receive approval and are required to sign Burlington's POE Terms and Guidelines prior to commencing their first POE shipment with Burlington. In addition; only purchase orders written as POE will be allowed to ship under the POE terms. When shipping POE the vendor must comply with the procedures described herein.
    - a. Should a vendor ship without a Burlington's POE purchase order and/or before signing and acknowledging Burlington's POE Terms and Guidelines, the vendor will then be responsible for any and all drayage and assessorial charges associated with the shipment(s).
    - b. Each vendor number/division must be approved separately, although multiple vendor numbers due to labels for one vendor maybe added to this agreement as long as they are within the same division.
    - c. A Vendor is approved for POE after Burlington's Global Logistics Department has received the proper paperwork and approved at which time the terms will be added to the vendor's ID; you should receive confirmation from your buyer.
  2. Vendors that ship Full Container Load ("FCL") to LAX/LGB or NYC/EWR are responsible for forwarder charges, ocean charges, customs clearance, duties, brokerage fees, and pier pass.
    - a. Containers must be loaded according to USDOT weight limitations and guidelines.
      - i. Any charges associated to the container being overweight will be charged back to the vendor.
    - b. Each PO line must be loaded completely before loading the next PO line.
    - c. Less Than Container Load ("LCL") shipments are **NOT** approved to ship with POE terms and must be shipped under domestic terms.
    - d. Reefer containers are NOT approved to ship with POE terms and must be shipped under DDP or domestic terms.
    - e. Hazmat containers are NOT approved to ship with POE terms and must be shipped under DDP or domestic terms.
    - f. Garment on Hanger ("GOH") shipments must be shipped to NYC/EWR only.
  3. ASN and UCC Label Requirements
    - a. The Vendor must submit 1 ASN per container via EDI within 24 hrs. of the vessel arriving at destination port.
      - i. Please put E-Dray's SCAC code (EDR1) as the carrier SCAC code on the ASN.
    - b. Carton marking instructions can be found in chapter 4 of the [Domestic Vendor Manual](#).
  4. The Vendor must complete one [POE Container Worksheet](#) per container which must be emailed within 5 days of the vessel sailing to Burlington's drayage management partner; E-Dray: [burlington\\_ops@edraycpl.com](mailto:burlington_ops@edraycpl.com) with Burlington's International Transportation Department in copy: [international.transportation@burlington.com](mailto:international.transportation@burlington.com).
    - a. When emailing the Container Worksheet, it should be sent in excel format and should have "POE Container # ETA Date" in the subject line.
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- b. Container worksheet must show the Master Bill of Lading (MBL), as the House Bill of Lading (HBL) will not be accepted.
  - c. Any revisions made to the POE Worksheet after it has been submitted will require the entire POE Worksheet to be resubmitted.
5. E-Dray will then dispatch the container to Burlington’s nominated dray carrier(s) for pickup.
6. E-Dray will confirm receipt of PO container information via email within 24 hours.
7. Burlington requires 4 free business days at port, once the container becomes available for pickup. Burlington’s nominated dray carrier will pick up the container within that time once pier pass has been paid.
- a. The Vendor will be responsible for demurrage charges if:
    - i. The Container Worksheet is sent to E-Dray late (to be sent within 5 days of the vessel sailing)
    - ii. The container(s) arrives early (before the PO ship window/DNDB date) Vendor should reach out to the buyer for PO date adjustments if the order will be arriving early.
    - iii. An incorrect Bill of Lading number and/or PIN is provided to Burlington causing the carrier not to be allowed to out-gate from the terminal.
    - iv. The container is unavailable for pick up due to exam or any holds, closed areas, damaged container, Hazmat/MSDS or UTL (unable to locate)
  - b. The Vendor must settle demurrage charges if incurred by any of the above circumstances directly with the terminal before Burlington’s carrier will pick up the container.
  - c. Burlington will not be responsible for any damaged containers that are unable to ride on a chassis.
    - i. Vendor will be responsible for the move of the container to Burlington’s warehouse.
    - ii. Vendor will need to schedule a live unload or bring the goods to a facility to be transloaded into a trailer and then brought to Burlington as a domestic move.
  - d. The Vendor is encouraged to work with their ocean carrier and/or terminal to extend the LFD if necessary.
8. E-Dray will contact Burlington’s Scheduling Department for an appointment when the container becomes available at port.
- a. PO’s must be delivered to the DC in advance of the PO Cancel Date (DNDA date). If the PO is received late or early, Vendor is then responsible for any assessorial charges that may be incurred while the PO dates are being updated if accepted by buyer.
    - i. Early = ETA port is more than 7 days before the DNDB date on the PO.
    - ii. Late = ETA port is after 7 days before the DNDA date on the PO.
  - b. Burlington will not pick up and hold early shipments or be held responsible for any demurrage, pre-pull or storage charges due to containers arriving early as defined above. If the buyer does not accept early/late shipment the order will be changed to a domestic move and all transportation will become the responsibility of the vendor.

### **After Container Pickup:**

9. Transfer of title occurs when Burlington’s nominated dray carrier “out gates” the container from the port. For purposes of Burlington’s POE Terms and Guidelines, out gate means the container leaves the terminal (port of destination).
10. If a container is removed from the port for US Customs exam or any other reason, Burlington will not be responsible for the drayage from the repositioned location of the container to Burlington’s distribution center.
- a. The vendor will need to bring the container to their US warehouse, unload the merchandise and reroute



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- the goods as a collect domestic move.
- b. OR the vendor can move the container to Burlington’s distribution center as a DDP shipment and schedule an appointment for a live unload. NOTE: Burlington will not be held responsible for this drayage.
- 11. Burlington requires 10 free calendar days off port once the container outgates.
  - a. The Vendor is responsible for any per diem charges outlined in their ocean contract within the required 10 free calendar days.
  - b. Burlington will be responsible for per diem charges if the container surpasses 10 calendar days.
- 12. Burlington will NOT pay more than \$80.00 a day in per diem charges. Please ensure to negotiate your ocean contract(s) accordingly.
- 13. The vendor must pay their carrier for all per diem/detention charges directly. Please work with your ocean carrier to bill you directly for these charges.
- 14. The following must be submitted to Burlington to be reimbursed for detention paid.
  - a. The original carrier invoice to vendor
  - b. Invoice from vendor to Burlington
- 15. All billing invoices must be submitted to [import.treasury@burlington.com](mailto:import.treasury@burlington.com) within 45 days of receipt or Burlington will not be held responsible.
- 16. Should your ocean carrier refuse to bill you directly for detention Burlington will pay the detention fees in full and enter a charge back against your account for your portion of the detention, if 10 free days were not provided or the amount per day is over \$80.00
- 17. **If you are unsure of any of the below information (vendor number/division) please reach out to your buyer in advance for confirmation as the form will not be accepted and/or approval will be delayed if inaccurate information is entered.**

### **Vendor Contact Information:**

(Please fill out the below in full)

Vendor Name: \_\_\_\_\_

Vendor # (full nine digits): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Signature indicated understanding of POE Terms and Conditions.

**BUYER:** Please send this form along with your GMM form to [transportation.approvals@burlington.com](mailto:transportation.approvals@burlington.com) once complete for final approval. Subject line should state the following: POE - vendor name & 9 digit vendor number.