



## PORT OF ENTRY (POE) – Full Container Shipments

Dear Trading Partner,

This document outlines Burlington’s Port of Entry (POE) container 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 return a signed copy of this completed page to Burlington’s International Transportation & Vendor Set up teams via email: [international.transportation@burlington.com](mailto:international.transportation@burlington.com) and [vendor.setup@burlington.com](mailto:vendor.setup@burlington.com)

### Vendor Information

**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.

**Vendor Contact Information:**

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

Vendor #: \_\_\_\_\_

Division: \_\_\_\_\_

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

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

Contact Fax: \_\_\_\_\_

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

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

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

**Note:** Signature indicated understanding of POE Terms and Conditions.

## POE Terms and Guidelines

### Before container pickup:

1. All vendors must receive approval from Burlington to ship merchandise to Burlington using POE terms and are required to sign Burlington's POE Terms and Guidelines prior to commencing their first POE shipment. When shipping POE the Vendor must comply with the procedures described herein.
  - a. If a Vendor ships without Burlington's POE approval or before signing and acknowledging Burlington's POE Terms and Guidelines, then the Vendor is responsible for any and all drayage and assessorial charges associated with the shipment(s).
  - b. Vendor must contact their Buyer to begin the POE approval process.
  - c. Each vendor number/division must be approved separately (one signature page per division/vendor number).
  - d. A Vendor is approved for POE after Burlington's Logistics Department has approved and added the vendor to the POE Approved list; 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, pier pass.
  - a. Containers must be loaded according to USDOT weight limitations and guidelines.
  - 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 DDP or domestic terms.
  - d. 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 5 days of the vessel sailing.
  - 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 the International Transportation Department at: [international.transportation@burlington.com](mailto:international.transportation@burlington.com) who will then nominate the dray carrier. When emailing the Container Worksheet, it should be sent in excel format and should have "POE Container # ETA Date" in the subject line.
5. After US customs clearance, the vendor must immediately send the Delivery Order ("DO") within 4 days of the Last Free Day ("LFD") to International Transportation and Burlington's nominated dray carrier.
6. Burlington's nominated dray carrier will confirm receipt of DO via email within 24 hours of receipt.
7. Burlington requires 4 free business days at port, once the container becomes available and the DO is provided. Burlington's nominated dray carrier will pick up the container within that time.
  - a. The Vendor will be responsible for demurrage charges if:
    - i. The Container Worksheet is sent to International Transportation late (to be sent within 5 days of the vessel sailing),
    - ii. The DO is sent to Burlington's nominated dray carrier late (to be sent immediately after customs clearance),
    - iii. The purchase order is cancelled,
    - iv. The purchase order is shipped/arrives early,
    - v. The container is unavailable for pick up due to exam/customs/line/FDA hold, closed area, UTL (unable to locate), congestion, chassis unavailability, terminal appointment unavailability, etc.
  - b. The Vendor must settle demurrage charges directly with the terminal.
  - c. The Vendor is encouraged to work with their ocean carrier and/or terminal to extend the LFD if necessary.

8. Burlington's nominated dray carrier 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. If the PO is received late or early, then Vendor is responsible for any assessorial charges that may be incurred while the PO dates are being updated if accepted by buyer.
  - b. Burlington will not pick up and hold early shipments or be held responsible for any demurrage, pre-pull or storage charges. If 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 port. For purposes of Burlington's POE Terms and Guidelines, out gates means the container leaves the terminal (port of destination).
10. Burlington requires 10 free calendar days off the port once the container is outgated.
  - a. The Vendor is responsible for any per diem charges outlined in their ocean contract within those 10 free calendar days.
  - b. Burlington is responsible for per diem charges if the container surpasses 10 free calendar days.
11. Burlington will not pay more than \$80.00 a day in per diem charges. Please ensure to negotiate your ocean contract accordingly.
12. Burlington will not be responsible for per diem due to terminals and/or ocean carriers not accepting empties and/or dual transactions.
13. The vendor must pay their carrier for all per diem/detention charges directly.
14. The following must be submitted to Burlington to obtain a credit on vendor account 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) with cc: [international.transportation@burlington.com](mailto:international.transportation@burlington.com) within 45 days of receipt or Burlington will not be held responsible.




## Contacts

EDI Support - [EDI.Support@burlington.com](mailto:EDI.Support@burlington.com)

International Transportation - [international.transportation@burlington.com](mailto:international.transportation@burlington.com)

### Appendix:

[POE Container Worksheet- Page 10](#)

			
RESPONSIBLE PARTY:	<b>5 DAYS AFTER SAILING</b>	<b>4 DAYS FREE TIME AT U.S. PORT</b>	<b>10 DAYS FREE TIME OFF U.S. PORT</b>
VENDOR	<ul style="list-style-type: none"> <li>Provide POE Container Worksheet &amp; ASN</li> <li>Send Delivery Order immediately after US customs clearance</li> </ul>	<ul style="list-style-type: none"> <li>Pay Pier Pass &amp; Any/All Demurrage (if applicable)</li> </ul>	<ul style="list-style-type: none"> <li>Pay any per diem charges less than or equal to 10 days off port</li> </ul>
BURLINGTON	<ul style="list-style-type: none"> <li>Verify POE Worksheet</li> <li>Assign Dray Carrier</li> </ul>	<ul style="list-style-type: none"> <li>Burlington is NOT responsible for any charges incurred at the ports</li> </ul>	<ul style="list-style-type: none"> <li>Pays any per diem charges greater than 10 days off port</li> </ul>
DRAY CARRIER		<ul style="list-style-type: none"> <li>Plan for pickup at Port</li> <li>Schedule for delivery to DC</li> </ul>	<ul style="list-style-type: none"> <li>Return Empty to Port</li> </ul>

PORT TO DC TRANSIT	Los Angeles MIN DAYS	Los Angeles MAX DAYS	New York MIN DAYS	New York MAX DAYS
CHINA	20	30	35	45
KOREA	19	24	39	44
TAIWAN	26	28	39	44
INDONESIA	38	43	36	41
VIETNAM	27	30	34	37
THAILAND	28	33	35	40
AUSTRALIA	36	41	36	41
INDIA	40	45	32	37
PAKISTAN	60	65	35	40
TURKEY			30	33
ITALY			20	30
SPAIN			20	30
PORTUGAL			25	32
UK			20	25
GERMANY			23	28
POLAND			25	30
S.AFRICA			25	30
BRAZIL			30	36

- The transit times outlined in this matrix are rough estimates only, based on the industry's average ocean transit times and estimated time for drayage from the US port to Burlington's USDC
- If POE vendors are unsure of their lead times from port of origin to Burlington US DC, these transit times may serve as a gauge of how long it may take to deliver.
- POE vendors are always responsible for researching their own transit times with their selected ocean carrier partners to plan for shipping on time themselves.
- Burlington is providing these transit times as a guide only and will not be responsible for any late/early shipments that were planned solely off of these estimates.
- The # of days for any POE vendor shipment will vary on a per vendor and per shipment basis, largely contingent upon a number of external factors including terminal operations , sailing schedules, ocean carrier performance , customs clearance and drayage to/from the ports.
- European origins only offer service to East Coast ports.

## POE Terms and Guidelines update summary

Created: 2/2017

Revisions:

Version 2: 6/2019

- Added Date to Vendor Signature Page
- Added point 1.c
- Added point 7.a.iii and 7.a.iv
- Removed point 7.d.
- Added point 10.b
- Added point 11-14

Version 3: 7/2019

- Changed point 12 - Added "dual transactions"
- Changes to point 13 – vendor pays detention directly to carrier
- Added point 14 – explanation of billing process for detention reimbursement
- Changed point 15 - invoice submission terms to 45 days

Version 4: 8/2019

- Changed point 11 – Burlington will not pay more than \$80.00 a day in per diem charges. Please ensure to negotiate your ocean contract accordingly.