



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

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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. 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 [vendor.onboarding@burlington.com](mailto:vendor.onboarding@burlington.com)

**POE Containers will be picked up from the following US terminals only:**

**Port of Los Angeles:**

- APM Terminals Pier 400
- TRAPAC
- West Basin Container Terminals
- Fenix Marine Terminal
- Evergreen Terminals
- Yusen Terminals

**Port of Long Beach:**

- Total Terminals
- SSA Pier A
- SSA Pacific Coast Terminal
- Matson
- Long Beach Container Terminal
- ITS Terminal
- Shippers Transport Container Yards

**Port of New York/New Jersey:**

- Port Liberty NY & NJ
- Maher Terminal
- Port Newark Container Terminal
- APM Terminal

**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 all drayage and assessorial charges associated with the shipment(s).
  - b. A Vendor is approved for POE after Burlington 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 must contact Edray to receive access to Edray’s Burlington POE Vendor Portal:
  - a. Vendors must fill out Edray’s Burlington POE Vendor Signup Sheet to request login credentials [here](#).
  - b. Vendors may contact [vendor\\_relations@edraycpl.com](mailto:vendor_relations@edraycpl.com) for additional support.
3. The Vendor must login to Edray’s Burlington POE Vendor Portal and submit their POE container details online within 5 days of the vessel sailing. [Login to Edray’s POE Portal: \( https://cpl.edraycpl.com/\)](https://cpl.edraycpl.com/)
4. After submitting POE container details online to Edray, Edray will validate to confirm the information is complete and correct.
  - a. Container details must include a valid Master Bill of Lading (MBL), as the House Bill of Lading (HBL) will not be accepted.
  - b. Edray will validate all new POE container data within 24 business hours of the time of submission.
    - i. If any corrections are required, Edray and/or Burlington teams will alert the Vendor. Vendors are responsible for making any necessary corrections to their own POE container manifest details online within Edray’s POE Vendor Portal.
    - ii. Once the POE container data provided by the Vendor is validated as complete and correct, Edray will dispatch the container for pickup.
5. All subsequent container events and milestones will be recorded within Edray’s POE Portal where vendors are encouraged to log in and monitor the status of their container’s.



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6. Vendors that ship Full Container Load ("FCL") are responsible for forwarder charges, ocean charges, customs clearance, duties, Pier Pass/TMF, Clean Truck Fee (CTF) and brokerage fees.
  - a. If Burlington advances any fee's on behalf of a vendor, the full amount will be charged back to the vendor.
7. Burlington will NOT accept any containers that meet the following conditions, and Vendors will be fully responsible for all associated fee's as well as making their own arrangements to pick up with their own nominated logistics provider under Domestic or DDP terms instead of POE:
  - a. Less Than Container Load ("LCL") shipments.
    - i. LCL ocean shipments become LTL at destination. Any LCL/ LTL freight cannot be handled as POE and requires Domestic PO terms for LTL routing instead. Contact your Burlington merchant to change the PO terms and also [bcfrout@burlington.com](mailto:bcfrout@burlington.com) for LTL routing.
  - b. HAZMAT Containers.
  - c. Live or operating refrigerated containers (reefer)
    - i. Refrigerated containers require specialized chassis and drayage requirements not provided by Burlington contracted drayage companies.
  - d. Containers moved off site due to a US Customs exam and not returned or made available at the port of discharge.
  - e. Customs exam sites require additional interaction and coordination between the Vendor, their assigned customs house broker, and US Customs.
  - f. Overweight containers requiring specialized chassis
    - i. Heavy containers requiring the use of triaxle chassis or flatbed trailers cannot be moved by Burlington contracted drayage companies.
  - g. Damaged containers
    - i. Containers that are classified as damaged on the ocean terminal require additional interaction and coordination between the Vendor, the Vendor's ocean carrier/forwarder, and the ocean terminal. Surveys may need to be conducted, resulting in more required actions.
  - h. Shipper owned containers (a.k.a SOC) and/or Off-Hire containers used through ocean carriers or freight forwarders
    - i. Shipper owned containers and/or Off-hire containers present their own set of unique requirements for both port pick up and the return of the empty container. Burlington does not approve the use of shipper owned containers and if they are used, Burlington will not be responsible for the delivery or return and any associated costs including per diem/detention.
  - i. Non-Authorized POE Ocean Terminals or Off Dock Locations
    - i. See list of approved terminals on page 1. Any other terminals such as Pasha Terminals or other off dock container yards (other than Shippers Transport) will not be accepted.
8. Garment on Hanger ("GOH") shipments must be shipped to NYC/EWR only.
9. ASN and UCC Label Requirements
  - a. The Vendor must submit 1 ASN per container directly to Burlington via EDI or Gateway within 24 hrs. of the vessel arriving at destination port.
    - i. Please put Edray'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](#).
10. 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.
  - a. The Vendor will be responsible for demurrage charges if:
    - i. The POE Container detail is submitted to Edray late (to be sent no later than 5 days prior to the vessel arriving).
    - ii. The container(s) arrives early (before the PO ship window/DNDB date) Vendor should reach out



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- to the buyer in advance 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), Clean Truck Fee or Pier Pass charges pending.
  - v. Any of the conditions from point 6 were met.
  - 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 and return of empty back to the terminal.
    - ii. Containers cannot be delivered on flatbed trailers and/or "lowboys" as the containers must be delivered on a standard height chassis in order to meet the height of Burlington's DC bay doors. No exceptions can be made.
    - iii. 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.
11. Edray 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 Ship Cancel 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 14 days prior to Start Ship
    - ii. Late = ETA port is any time after the Start Ship
    - iii. Latest Pickup Date = Ship Cancel Date.
  - 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:**

12. 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).
13. If a container is removed from the port for US Customs exam or any other reason, and unable to be returned to the port for pickup, 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 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.
    - i. Vendor must notify the buyer to change the PO terms from POE to DDP.



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- ii. Vendors must then contact Burlington DC Scheduling team to request arrange their own LIVE unload appointment at the DC; [burlington.ASM@burlington.com](mailto:burlington.ASM@burlington.com)
  - iii. Burlington International Logistics team will not be involved in arranging or tracking any DDP container deliveries or empty container returns.
14. Burlington requires **10 free calendar days off port** once the container out gates.
    - 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.
  15. Burlington will NOT pay more than **\$80 a day** in per diem charges. Please ensure to negotiate your ocean contract(s) accordingly.
  16. Effective 5/28/24 as per the FMC [announcement](#), the Vendor must be billed directly by their carrier and pay their carrier for all per diem/detention charges directly as well.
  17. 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
  18. Any detention invoices must be submitted to [import.treasury@burlington.com](mailto:import.treasury@burlington.com) cc: [kenneth.cartier@burlington.com](mailto:kenneth.cartier@burlington.com) & [jaymin.patel@burlington.com](mailto:jaymin.patel@burlington.com) within 15 days of receipt of the carrier’s invoice or Burlington will not be held responsible.
  19. All detention invoices shall comply with UIIA (Uniform Intermodal Interchange Agreement), OSRA (Ocean Shipping Reform Act of 2022), and applicable final rules published by the FMC (Federal Maritime Commission) and in effect at that time.
    - a. FMC Announcement: <https://www.fmc.gov/fmc-publishes-final-rule-on-detention-and-demurrage-billing-practices/>
    - b. FMC Rules: <https://www.federalregister.gov/documents/2024/02/26/2024-02926/demurrage-and-detention-billing-requirements>
  20. Burlington will NOT be responsible for any chassis costs where the chassis was already provisioned within the vendor’s ocean rate and/or containers were wheeled at the port of discharge (ie. Matson, HEDE, Shippers transport, etc.)
  21. **If you are unsure of any of the below information (Vendor number) 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.**

**\*\* If you have not already, please reach out to our International Logistics management team to set up a call to review proper processes and procedures before your first shipment, [Adam.Bottino@burlington.com](mailto:Adam.Bottino@burlington.com)**

**Vendor Contact Information: (Please fill out the below in full)**

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

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

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

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

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

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

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

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