



# New England Patriots ProShop

## Vendor Guide

**Warehouse Address:**  
NPS Warehouse  
75 Washington Street  
Foxborough, MA 02035



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## Dear Patriots ProShop Vendor,

We are pleased to do business with you this season. Like the success of the New England Patriots on the field, our goal as a retail business is to embody the teamwork and success of the team off the field. We are eager to enhance our relationships with vendors such as you.

We are undertaking several efforts to improve our operations and customers' experiences with us. We want to work with you to improve our supply chain operations. Specifically, this "Vendor Guide" will provide details of our standards and policies on a go forward basis. With your help, we are focused on improving communication with you, which will in turn improve merchandise flow through our operations and ultimately enhance the customer experience and sales. Accomplishing these goals, however, will *first* require your assistance in providing merchandise that is properly prepared and delivered in accordance with our established guidelines and our purchase order terms and conditions.

The following pages outline our guidelines regarding product, packaging, transportation and delivery, accounts payable, returns and expense offset standards. Please carefully review our guidelines **prior** to processing and shipping any orders with us. Also, please share this guide with other individuals within your organization who are responsible for processing and shipping orders with us. Failure to uphold any or all of these guidelines or our purchase order terms and conditions may result in an invoice expense offset as a result of a charge back, delayed payments, and/or order cancellation. Please direct any questions to the individuals noted in the Contact section.

We are looking forward to an exciting season, and your help will ensure we can showcase and deliver your products to our many Patriots fans when their interest is highest. Thank you for your continued support and cooperation with these guidelines. Please feel free to contact us with any questions you may have.

Sincerely,

**The Patriots ProShop Merchandising Staff**



## **Merchandise Preparation**

As the Patriots ProShop continues to grow and thrive, we're looking for ways to work with our vendors so that we can continue to expedite the flow of merchandise through our warehouse to the sales areas in a quick and efficient manner. The following are some ways to help us accomplish this goal.

### **Quality and Conformance of Goods**

Vendors must:

1. Provide goods and services of good quality and workmanship and free from defects
2. Ensure that all merchandise conforms to all specifications, performance standards, drawings, samples, or descriptions specified by the Patriots ProShop
3. Communicate any subsequent changes to the Patriots ProShop's performance standards to the buyer in advance of order fulfillment
4. Ensure that all merchandise is safe and suitable for the purpose it was purchased for, and shall be free from any third party claims
5. Comply with all terms and conditions of our purchase order submitted to the vendor

If the Patriots ProShop's specifications or quality standards have not been met, **merchandise may be returned** at the vendor's expense for refund, replacement, or refurbishing in a timely manner.

### **Modification to Catalogue or E-Commerce Products**

It is imperative for our E-Commerce operations that all samples are a true representation of the actual product shipped. As such, the vendor must communicate any and all, modifications, improvements, and changes in appearance, function and/or size, to the buyer in advance of order fulfillment. We may **return**, at the vendor's expense, all products that do not match what is shown in our catalogue.

### **Image Requests**

Images are **required** for all orders. Both apparel images and novelty images should be sent to the buyer. All image requests should meet the following criteria:

1. Images are required to be **cut out** or must be on a **white background**
2. Images are required to be of **high resolution** quality (300 DPI, 4 inches x 4 inches) and must be provided in a format that is compatible with Photoshop
3. Images must be of the product individually; this will be used as the primary image to sell the product (e.g. lifestyle images will be used as secondary images)
4. Images must be e-mailed to the buyer two (2) weeks before receipt of product or the shipment will be denied and/or a charge back may be applied



## Pre-Fold and Poly-Bags

It is important that all items are **pre-folded**. Additionally, all purchase orders with apparel items must be **poly-bagged**. Merchandise delivered to our warehouse without the appropriate preparation may result in a charge back to the vendor invoice. **This does not apply to "Hot Market" situations.**

## Official NFL Hang Tags

In a constant effort to eliminate the copying or "bootlegging" of NFL merchandise, we require all Patriots merchandise to have officially licensed hang tags with officially licensed hologram stickers. Including this sticker helps ensure the customer is getting an official NFL product.

## Confirmation of Purchase Orders

Purchase orders are to be confirmed via email to the buyer within 48 hours of receipt. Any variances in price or styles must be communicated at confirmation. If the price differs on the invoice (e.g. increase), the original purchase order price will be paid. As an NFL team owned operation, the Patriots ProShop is guaranteed the best price for merchandise. Please ensure the best price is applied at time of order.

## Cancellation of Purchase Orders

The Patriots ProShop may cancel any purchase order in whole or in part without liability at any point prior to 45 days of the delivery date. The buyer may also cancel any purchase order in whole or in part without liability at any point if there is a delay in its delivery, defects in workmanship, questionable quality of the goods, inadequate packaging, improper labeling, or if vendor fails to comply with specifications in the purchase order. Cancellations of merchandise **EXCLUSIVE** to the Patriots ProShop will be negotiated.

## Pre-Ticketing

In an effort to enhance the flow of goods from the warehouse to the retail areas, pre-ticketing may be requested of some vendors. For those vendors who pre-ticket for us, we ask that our **item number, item description and retail price** be included next to the bar code label. Item number, item description and retail price are to be exactly what we have on our hardcopy purchase order forms. Please ensure that your bar code labels scan prior to shipment. Any questions or concerns regarding this can be directed to: [VendorAdmin@gillettstadium.com](mailto:VendorAdmin@gillettstadium.com)





## Packaging Instructions

### Packaging Guidelines

The following package guidelines must be followed:

1. Pack one (1) purchase order per carton set
2. Ship purchase orders and items complete – avoid backorders
3. Individual cartons should not weigh more than 50 pounds, unless an individual item weighs more than 50 pounds
4. Merchandise or cartons should not be tied together or bundled unless absolutely necessary
5. Seal cartons with appropriate packing tape. Do not use staples or metal bands
6. Pack fragile merchandise with care. Use bubble wrap, packing peanuts, boxes etc. as appropriate
7. Pack merchandise in new, sturdy corrugated cartons
8. Removable packing slip must be attached to the outside of the lead carton (e.g. carton 1) or placed inside the lead carton

### Packing Slips

A detailed packing slip is **required** with each shipment. This step is critical to ensure timely merchandise processing and invoice payment. A packing slip, however, is not to double as an invoice. The packing slip must be attached to the outside of the lead carton (e.g. carton 1) or placed inside the lead carton. There should be only one purchase order per packing slip. Packing slips must include the following information:

1. Our purchase order number
2. Our item style number
3. Vendor style number
4. Product description
5. Color and size, where applicable
6. Quantity shipped per item, by size, by color
7. Vendor name, address and return address, if different than shipping address
8. Vendor packing slip number and/or order number
9. Customer number
10. Weight and total number of cartons
11. Carrier or Pro number
12. Shipment date



## Carton Makings

The following information is required on the outside of each carton shipped:

1. Vendor name and address
2. Corresponding Patriots ProShop purchase order number
3. Carton number (1 of 3, 2 of 3, etc.) equaling the carton number count on the packing slip

## Carton Requirements

A carton must be shipped as follows, as applicable:

1. Warning labels, safety markings, and special handling notes are to be used as necessary. Any special handling labels should be printed as an additional label. Examples of these include: "Handle with Care", "This Side Up", "Glass", "Do Not Stack", etc.
2. Master cartons must only contain one style number per master carton
3. Cartons must be grouped by purchase order on the pallets

## Pallet Requirements

A pallet must be shipped as follows, as applicable:

1. Less Than Truckload (LTL) shipments must be palletized
2. Four-way entry style pallets are preferred
3. Pallets must be secured with clear, transparent shrink-wrap
4. Pallet should not be double stacked

## Shipment Notification

Vendors are required to provide the warehouse operations team with an advance shipping notice (ASN) form via email upon shipment of **all** merchandise or a charge back may be applied. Within 24 hours of shipment, an ASN or a comparable notice form must be provided to [VendorAdmin@gillettstadium.com](mailto:VendorAdmin@gillettstadium.com).



## Transportation Instructions

### Shipping Instructions

The Patriots ProShop utilizes UPS as its preferred transportation carrier for all ground and express shipments. UPS has established a third party account number (**#022117**); this is to be used for all inbound freight weighing less than 450 pounds. In all cases, **no shipment should be sent COD**.

Orders are to leave the vendor's warehouse such that they arrive on the delivery date noted on the purchase order. Any exceptions to this (early or late) must be confirmed with the buyer prior to being shipped. If you fail to ship package(s) to us in compliance with these guidelines and/or our purchase order, a charge back may be assessed to offset the freight charges incurred. Additionally, all orders should **ship complete** unless permission is granted to do otherwise. Always contact the buyer when an item or purchase order cannot be shipped complete or will not be available to ship complete before the required delivery date.

All **orders** must be shipped to:

**NPS Warehouse  
75 Washington Street  
Foxborough, MA 02035**

### Truck Shipments

Our preferred carrier for all Truck Shipments is UPS Freight. Any shipment weighing more than 450 pounds should be shipped via UPS Freight. An account number is not required to use UPS Freight as all billing is done on an address basis. Our warehouse has been set up in the UPS database.

### Other Shipments

For shipments greater than 4 pallets or 2,000 pounds please contact [VendorAdmin@gillettstadium.com](mailto:VendorAdmin@gillettstadium.com) or call

(508) 384-9229 for specific quote information.





## **Defective or Damaged Merchandise**

The Patriots ProShop may refuse or return, **without a return authorization**, any merchandise that falls into any of the following categories:

1. Merchandise shipped prior to the purchase order required delivery date
2. Merchandise shipped after the purchase order noted cancellation date
3. Merchandise that does not have a valid purchase order
4. Merchandise that does not meet purchase order specifications of style, color, size, quantity and/or quality

As requested vendors shall provide the Patriots ProShop with a Return Authorization number and/or call tags, **within 3-5 days of our initial request**. If a Return Authorization is not received within 3-5 days of the initial request, all merchandise will be shipped to the "Returns Address" that is currently on file. **All freight charges** (inbound freight, as well as return freight) will be offset from the vendor invoice. All returns will be shipped noting the appropriate Return Authorization number and via the shipping method negotiated with the buyer.

It is important to note that the Patriots ProShop has limited warehouse space and allocates this space based on buying plans. We do not have the facilities to store merchandise that was shipped to us in error. As a result, product will not be permitted to accumulate.

The procedure on defective or damaged merchandise will be handled on a case by case basis with each vendor.

## **Hot Market Requirements**

We understand that under certain "Hot Market" scenarios it is difficult to fully comply with these guidelines. However, upon receipt of a "Hot Market" purchase order, which will be denoted as such from the buyer, it is important that you **receive approval** from the buyer to temporarily waive some or all of the requirements included in this guide. Failure to do so may result in a charge back.



## Expense Offset

### **Charge Back Policy**

Merchandise shipped to the Patriots ProShop that does not comply with our merchandise standards adds unnecessary costs and delays. When costs rise due to vendor non-compliance with our standards, the Patriots ProShop will take the appropriate offsets (charge backs) from the vendor's invoice. These offsets are intended to recover the costs incurred by the Patriots ProShop for vendor non-compliance – not to create a profit center that unfairly penalizes our vendors. The standards we have outlined in this guide are prevalent throughout the retail community. Many companies have been requiring these steps for many years and the Patriots ProShop's current growth and future prospects require us to join this trend.

Please be aware that charge backs will be offset from invoices for **each** infraction based on the buyer's discretion. Some examples of non-compliance include, but are not limited to:

1. Defective merchandise, (e.g. defective or does not comply with quality standards of Patriots ProShop)
2. Incorrect merchandise, including but not limited to:
  - a. Wrong quantities, styles, colors or sizes were shipped
  - b. Over or double shipments
3. Incorrect product, carton or pallet packaging, including but not limited to:
  - a. Shipping without including a packing slip
  - b. Multiple purchase orders shipped in one carton
  - c. Short shipment of merchandise
  - d. Wrong purchase order number referenced
4. Incorrect product, carton or pallet markings, including but not limited to:
  - a. Purchase order number not noted on the outside of each carton
  - b. Carton number count not noted on the outside of each carton
5. Failure to comply with shipping instructions, including but not limited to:
  - a. Improper routing of shipment
  - b. Delivery to wrong address
  - c. Order shipped early without buyer approval
  - d. Order shipped after cancellation date without buyer approval
6. Multiple purchase orders listed on one invoice
7. Failure to provide image of merchandise or sample product two (2) weeks prior to product shipment
8. Cost overcharge
9. Failure to provide an advance shipping notice (ASN) or comparable notice form within 24 hours of shipment
10. Patriots ProShop pre-tickets that are incomplete, inaccurate or inactive



## Chargeback Enforcement

**Minimum** amount per violation will be **\$100.00**. Charges vary per violation and are based on the severity of the infraction. Charge backs will be offset against a vendor's account. Again, these requirements are necessary to minimize the amount of handling and to ensure product flow to our selling areas in a timely fashion. Please be sure to read and follow these guidelines carefully to avoid invoice offsets.

Additionally, vendors may be charged back the costs related to the following issues:

1. Labor costs of inspecting and reworking merchandise
2. Re-packaging costs
3. Freight costs of returning non-conforming, over-shipped, or early/late merchandise
4. Excessive freight costs due to using unauthorized carriers
5. Lost sales due to undeliverable product
6. Merchandise that has been pre-ticketed incorrectly

All inquiries related to vendor invoice offsets must be submitted **in writing** to [VendorAdmin@gillette stadium.com](mailto:VendorAdmin@gillette stadium.com) within 30 days of invoice offset notification.



## Accounts Payable

1. Receive a valid, written purchase order from the Patriots warehouse prior to shipping products
2. Verify the accuracy of all purchase order details, specifically item price, payment terms and routing directions. Correct any discrepancies with our buyer prior to shipping merchandise
3. Payment due dates will be based on the date of the invoice or receipt of goods, whichever is later
4. Ensure each invoice submitted to Accounts Payable includes the following information:
  - a. Our purchase order number
  - b. Vendor name, "remit to" address, and contact phone number
  - c. Payment terms
  - d. Unit cost of each item shipped
  - e. Quantities of each item shipped by style, color, size and product description
  - f. Vendor style numbers
  - g. Vendor packing slip number and/or order number
  - h. Carrier or Pro number
  - i. Invoice number and invoice date

Invoices must be original invoices. There must be one invoice per purchase order. Do not combine multiple purchase orders onto the same invoice.

Any invoice found to have incorrect information may lead to a delay in payment processing.

**Invoices should be e-mailed to:** [RetailAP@gillettstadium.com](mailto:RetailAP@gillettstadium.com)

When electronic invoicing is unavailable, invoices can be mailed to the following address. Please allow additional time for payment processing

**NPS LLC ACCOUNTS PAYABLE**  
**1 Patriot Place**  
**Foxborough, MA 02035-1374**  
**Phone (508) 384-4328**  
**Fax (508) 543-8738**

Literature that is mailed to the warehouse **will not be forwarded** and, as a result, may cause a delay in payment processing.



## CONTACT INFORMATION

<u>Title</u>	<u>Name</u>	<u>Phone Number</u>	<u>Email</u>
Director of Retail Operations	Jim Scollins	(508) 384-4343	<a href="mailto:JimS@gillettestadium.com">JimS@gillettestadium.com</a>
Sr. Buyer	Ken Flanders	(508) 384-9229	<a href="mailto:KenF@gillettestadium.com">KenF@gillettestadium.com</a>
Inventory Manager	Ryan Bullock	(508) 404-5990	<a href="mailto:RyanB@gillettestadium.com">RyanB@gillettestadium.com</a>
Inventory Supervisor	Sandy Sabonis	(508) 944-5863	<a href="mailto:SandyS@gillettestadium.com">SandyS@gillettestadium.com</a>
	Accounts Payable	(508) 384-4328	<a href="mailto:RetailAP@gillettestadium.com">RetailAP@gillettestadium.com</a>
	Vendor Admin		<a href="mailto:Vendoradmin@gillettestadium.com">Vendoradmin@gillettestadium.com</a>