VAIL RESORTS®
RETAIL

VRR RETAIL VENDOR AGREEMENT

Version 26

Published May 26, 2026

(This Vendor Agreement supersedes all Vendor Agreements, Routing Instructions, and Purchase Order Routing Instructions provided by VRR prior to the effective date noted above.)

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Section 1 – NEW VENDOR ONBOARDING

1.1 New Retail Vendor Setup

Supplier Information Management (SIM) is a module in Coupa that supports an end-to-end, streamlined process for supplier onboarding and updating supplier information, empowering our suppliers to self-service their information updates.

- An authorized VRR buyer must request a login for all new vendors within Coupa SIM.
- All new vendors will receive a system-generated email from Coupa SIM once a profile has been created and will need to follow the steps to provide all vendor information, including required documents such as W9/W8 and banking documents (voided check or bank letter).
- Once setup is complete the new vendor will be issued a vendor number. This vendor number will be communicated to the vendor and the buyer so that purchase orders can be issued.

1.2 Insurance Requirements

- Supplier must carry and maintain, at its sole cost, the following insurance policies with insurance companies and on forms satisfactory to Vail:
  - (i) Commercial General Liability insurance with limits of $2,000,000 per occurrence and $4,000,000 USD in the aggregate;
  - (ii) If the Supplier's scope of work requires the use of an auto, Commercial Auto Liability insurance with a limit of $2,000,000 USD combined single limit for each accident;
  - (iii) Workers' Compensation insurance as required by applicable law and Employer's Liability insurance with a limit of $500,000 USD for each accident.
- Supplier's insurance required by subsections (i) and (ii) must be primary and non-contributory to any insurance held by Vail. Except for Workers' Compensation, Vail must be named as an additional insured under the policies. The policies must include a (i) waiver of subrogation; and (ii) provision requiring a minimum of 30 days' notice to Vail of any change or cancellation. Supplier must provide Vail with certificates of insurance evidencing the policies listed above upon receipt of a PO.

1.3 Credit Applications, Retail Sales Agreements, Contracts Policy

- All financial information can be found on the Vail Resorts Investor Relations website: investors.vailresorts.com
- Additional credit information and trade references will be sent to the vendor by request only.
- Any documents that require a signature should be submitted to the Divisional Merchandising Manager to process through our legal department. Signatures take an average of 6 weeks to obtain.

1.4 Electronic Payment Setup

- Vail Resorts Retail requires all suppliers to accept electronic payments.
- Vail Resorts uses ACH (Automated Clearing House) for all payments in US Dollars, and EFT (Electronic Funds Transfer) for all payments in Canadian dollars.
- ACH payments must be transferred to a checking account of a continental United States bank.
- EFT payments must be transferred to a checking account of a Canadian bank.
- To set up ACH or EFT payments, the vendor must provide backup documentation for the bank account details provided. This can be in the form of a voided check or a bank letter confirming the bank account information.
- Any vendor that cannot receive electronic payments must be approved for exemption prior to being set up for payment via mailed check by contacting RetailVendorRelations@vailresorts.com.

Section 1 – NEW VENDOR ONBOARDING (continued)

1.5 Payment Terms and Conditions – 2%20 Net60.

- Vail will pay Supplier's invoice within sixty (60) days of the date of the receipt of such invoice; provided that if Vail pays such invoice within twenty (20) days of the receipt of such invoice, Vail will be entitled to reduce such invoice payment by two percent (2%).
- Payment will be made by electronic funds transfer ("EFT") or ACH to the bank account provided to Vail by Supplier. Each invoice will contain an itemized description of the Deliverables and all applicable charges. Vail will be liable only for undisputed and correct charges on the invoice for Deliverables to which the charges relate. Vail will not be responsible for paying any late fees or interest penalties.
- To the extent any invoice is incorrect, Vail may reject such invoice and request a corrected invoice, and the time periods contemplated by this Section will based upon the date of receipt of such corrected invoice

1.6 Provided Content Usage Rights

By providing Vail Resorts or one of its affiliates (including VRR) with images or other digital content (the "Provided Content"), you waive any claims against Vail Resorts and its affiliates related to the use of the Provided Content and agree to indemnify and defend Vail Resorts and its affiliates from and against any third-party claims arising from their use to the extent permitted by law. Vail Resorts and its affiliates reserves the right to utilize the Provided Content for its promotional and marketing purposes at its sole discretion.

1.7 Environmental Responsibility

Vail Resorts is committed to managing our operations in full compliance with applicable laws and government authorizations. We operate our resorts with unwavering care for the communities in which we operate and seek to minimize the environmental impact of our operations. Vail Resorts expects its Suppliers to share these same values. Environmental performance will be a factor during Supplier selection, and we expect new and existing Suppliers to act as our partner on environmental compliance, environmental reporting, and working toward agreed upon targets. For more information on our goals and commitments, please visit: www.vailresorts.com/responsibility/overview

1.8 Labor Practices and Discrimination

Vail Resorts respects fundamental human rights, and its Suppliers should recognize and be committed to upholding the human rights of workers and to treat them with dignity and respect. Suppliers are required to be in compliance with any local or national labor laws regarding compensation and working hours. Vail Resorts values diversity and Suppliers must ensure that all people are provided with equal employment opportunities and are not harassed or discriminated against in any way. Vail Resorts will not tolerate any Supplier who uses corporal punishment or engages in child labor in any stage of the work performed, and forced, bonded or indentured labor or involuntary prison labor is not to be used. Suppliers will respect the rights of workers to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.

Section 1 – NEW VENDOR ONBOARDING (continued)

1.9 Indemnification

To the fullest extent permitted by law, Supplier will indemnify, defend and hold harmless Vail, its employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest (each, an "Indemnified Party") from any injury, loss, liability, cost or expense, including reasonable attorney's fees, incurred in connection with or in any way arising from (i) the goods or services provided by Supplier or (ii) any breach by Supplier of any of its warranties, representations or obligations under a PO, provided however that Supplier shall have no obligation to indemnify, defend and hold harmless an Indemnified Party for claims arising solely out of the gross negligence or willful misconduct of an Indemnified Party. This Section survives any termination or expiration of the Purchase Order.

1.10 Confidentiality

Confidential Information" includes (i) any information disclosed by Company to Supplier, in whatever format, including without limitation, data, software, business plans, that is either identified as, or would reasonably be understood to be, confidential or proprietary; and (ii) the terms of this Agreement and the business relationship between Supplier and Company. Supplier will (a) not use, disclose or copy Confidential Information for any purpose other than as required to fulfill its obligations hereunder; (b) use reasonable care to protect all Confidential Information; (c) disclose Confidential Information to only those of its employees who have a legitimate need to know for the purposes of this Agreement; and (d) upon written request by Company, either return or provide certification of destruction of all copies of the Confidential Information. The obligations set forth in this Section will survive for five years after termination or expiration of this Agreement

1.11 PFAS Certificate of Compliance

Per- and polyfluorinated alkyl substances (PFAS) are a group of extremely persistent chemicals that are used in many consumer products that can be bio accumulative in wildlife and humans and may be toxic. PFAS are frequently used in outdoor clothing and gear because they increase stain and water repellency.

Vail Resorts Retail does not accept any products that contain PFAS. Suppliers must provide Vail Resorts Retail with a copy of the 'PFAS Certificate of Compliance' through DocuSign that certifies that all products manufactured, acquired and/or supplied to VRR do not contain PFAS and products have been manufactured without the intentional use of PFAS. Suppliers must notify VRR immediately at RetailVendorRelations@vailresorts.com of any products it has supplied or is planning to supply to VRR for use or retail sale if product contains any PFAS.

VRR PFAS Certificate of Compliance (PDF)
VRR PFAS Certificate of Compliance (DocuSign Link)

Section 2 – VENDOR PROGRAMS

2.1 Defective Allowance Program

VRR requires all of our vendors to participate in our Retail Defective Allowance program unless otherwise approved by a Divisional Merchandise Manager.

The Defective Allowance Program will include all manufacturer's defects and/or damages resulting from manufacturer's defects. These defects or damages may be generated from end-customer returns to our stores or defects found within our retail stores or warehouses. This program does not include rentals, demos, vendor recalls, stock rotation, and overage/not-ordered items.

The VRR Retail Defective Allowance Program has many advantages:

- No requests for Return Authorization Numbers
- No call tags will need to be sent to VRR
- No 10% handling fee
- No return shipping costs

At the end of each quarter VRR will take a deduction from vendor invoices. **The amount of the deduction will be 1% of total receipts during the quarter.** A deduction notification email will be sent to all active Traverse vendor contacts. These notifications can also be found on the Traverse Portal at vrr.traversesystems.com.

The quarterly deduction percent for the upcoming year will be determined at the Winter Season Year End (April 30). If the actual return percent is greater than 1% the quarterly deduction percent for the upcoming year will be adjusted to the actual return percent from the previous year. A notification email with the revised defective percentage will be sent after the Winter Season Year End (April 30). We will not request/require that a new contract be signed from season to season.

The intent of this program is to provide better service to our customers and also reduce costs for both our vendors and VRR. There will be a year end "True-Up" deduction from VRR if actual returns exceed the quarterly deductions.

VRR reserves the right to remove any vendor at any time from the Defective Allowance Program.

2.2 Marketing Development Fund

To allow partnership dollars to go further in driving our collective business and support our complex city/resort store mix, VRR follows a Marketing Development Fund (MDF) model.

Marketing development funds will be used to invest in marketing to drive topline retail traffic across the breadth of our network of stores where and when we can most effectively grow the business. We will not support brand specific proof-of-performance marketing efforts.

The net benefit of the MDF program is to enable VRR to pool these partnership dollars and scale marketing efforts where and when we can drive the most traffic and revenue. Doing so will enable VRR to grow the total business, resulting in a net benefit to our partners in proportion to their percentage of the business within their category (or categories). Further, the long-term benefit is to build a more equitable and sustainable partner-supported marketing program with involvement from all our vendor partners.

The Marketing Development Fund Program does not affect or change any co-op marketing agreements in place for partners with whom we operate partner/concept stores. Our partner concept store agreements stay the same. It will not replace any current MDF dollars for In-Store Experiences.

At the end of each fiscal quarter VRR will take a deduction from vendor invoices. **The amount of the deduction will be 2% of total receipts during the quarter.** A deduction notification email will be sent to all active Traverse vendor contacts. These notifications can also be found on the Traverse Portal at vrr.traversesystems.com.

Section 2 – VENDOR PROGRAMS (continued)

2.3 Perishable Disposal Program

Vail Resorts Retail requires all vendors who supply perishable products to participate in our Perishable Disposal Program unless otherwise approved by a Divisional Merchandise Manager.

VRR will handle merchandise that is past its expiration/best by date but otherwise in sellable condition by field destroying it for credit. This means VRR will destroy/recycle all expired product and take full credit for the merchandise.

At the end of each quarter VRR will take a deduction from vendor invoices. The amount of the deduction will be equal to the total cost of product that expired during the quarter. A deduction notification email will be sent to all active Traverse vendor contacts. These notifications can also be found on the Traverse Portal at vrr.traversesystems.com.

VRR reserves the right to remove any vendor at any time from the Perishable Disposal Program.

Section 3 – VENDOR DATA GUIDELINES

3.1 Data Submission Timing & Method

Complete product data, meeting all requirements detailed below, and a narrowed product catalog must be received by the vendor submission deadline: Merchandise Managers attend line previews and turn in data before order submission deadlines.

Product Data is to be submitted directly to the Merchandise Manager using the VRR Data Build Sheet which the VRR team can provide upon request via your Merchandise Manager. When possible, U.S. and Canadian data should be submitted on the same build sheet.

3.2 Data Submission Format & Scope

Complete product data, which facilitates VRR's ability to correctly order and identify product, must be provided. Your merchant will direct you toward the appropriate level of data requested for the build sheet. Each high-level bullet point must be delimited into its own cell/column. For some product types, additional or fewer data points will be required and will be detailed in a request from a member of the VRR team.

- UPC/EAN/GTIN –
  - Numeric, 8-15 digits
  - 12-digit, UPCs preferred;
    - If your brand has both EANs and UPCs, send only UPCs.
    - If your brand has both shortened UPCs (8 digits) used for tagging; include both the shortened 8-digit UPC and the full 12-digit UPC.
    - UPCs must include valid check digit.
  - Include all leading zeros;
    - UPCs must be 12 digits.
    - EANs must be 13 digits.
    - GTINs must be 14 digits.
  - UPCs must be specific to the product they are first assigned to and cannot be re-used in future seasons for different product.
- Style Number/Part Number/Model Code –
  - Alphanumeric, 1-15 characters
  - Model level (not color/size/dimension specific) product identifier.
  - If letters are present in style number, they must be in all caps.
- Item Description –
  - Alphanumeric, 1-30 characters
  - Item name as listed on customer-facing websites (no abbreviations, truncations, or shortened descriptions)
- Extended Item Description –
  - Alphanumeric, no max
  - Intended for use on customer-facing ecommerce websites. Usually a couple of sentences.
- Product size code –
  - Alphanumeric, 1-15 characters
  - Examples: S, M, L, 215cm, One, etc.
- Product size number –
  - Numeric (real), no max
  - NRF size code
- Product size description –
  - Alphanumeric, no max
  - Examples: Small, Medium, Large, 215cm, One Size, etc.

Section 3 – Data Guidelines (continued)

- Product dimension or additional size code –
  - Alphanumeric, 1-15 characters
  - Examples: pant length (S, R, L), waist size (30, 36) shoe width (M, W), snowboard width (Wide), etc.
- Dimensions or additional size description–
  - Alphanumeric, 1-15 characters
  - Examples: Short, Long, Regular, Wide, Din, brake width, etc.
- Product color code –
  - Alphanumeric, no max
  - Example: JK3, FGY
- Product color number -
  - Numeric, no max
  - Examples: 100, NRF color code
- Product color description –
  - Alphanumeric, no max
  - Full length color description as listed on customer-facing websites
- Color family –
  - Alpha, no max
  - Examples: TNF Black = “Black”, Cosmos = “Blue”
- Case cost (if UPC is for a case or pre-pack) –
  - Numeric (real), 1-14 digits
- Wholesale cost (if UPC is not a case or pre-pack)–
  - Numeric (real), 1-14 digits
- Prices–
  - MSRP
  - MAP Pricing (if applicable – required for ski and snowboard vendors)
  - Effective date of pricing (for carry-forward items). This is usually the ATS date.
- Vendor Part Number –
  - Alphanumeric, 1-15 characters
  - UPC-Level part number used on orders, pack slips, and ASNs.
- Manufacturer Part number –
  - Alphanumeric, no max
- Pre-pack Information (if UPC is for a case or pre-pack)–
  - Alphanumeric, no max
  - Include individually saleable quantities within the pack: 3 pack, 12 bars, etc.
  - If assorted packs, provide UPC for the case pack, individual UPCs for each saleable item within the pack, and quantity break out by individual UPC.
- Available Date –
  - Date, 1-10 digits
- Product type/category/hierarchy description –
  - Alpha, no max
- Gender –
  - Alpha, no max

3.3 Data Changes

Changes to the data (additions, changes to the line) are to be communicated as soon as they are made in the same format and method above.

Section 4 – EDI - ELECTRONIC DATA INTERCHANGE

4.1 EDI Status

All US and Canadian VRR vendors are required to trade documents via EDI. If you are not EDI capable, please pursue an exception-based approval with your Vail Resorts Retail Divisional Merchandise Manager.

4.2 EDI Documents

The following EDI document types are supported by Vail Resorts Retail through SPS Commerce. **All EDI vendors are required to trade all documents listed below for EDI orders.** Document specifications with all requirements are available on the SPS Vendor Portal.

- 850 Purchase Order
- 855 Purchase Order Acknowledgment
- 860 Purchase Order Change/Request for Cancel
- 856 Advanced Shipment Notice
- 810 Invoice
- GS1 Barcode Label

Vail Resorts Retail SPS Commerce Vendor Portal
https://community.spscommerce.com/vail-resorts-retail/

4.3 EDI Requirements

Vendors that have completed testing and are actively using EDI with SPS Commerce must adhere to the following requirements:

EDI 855 PO Acknowledgement

- The initial 855 PO Acknowledgement must be cleared by SPS and received by VRR within 2 business days of the 850 Purchase Order transmission.

EDI 856 Advance Shipment Notice

- Only one (1) 850 Purchase Order may be sent on each 856 ASN
- All data fields must be accurate to the requirements listed in the EDI specification documents available on the SPS Vendor Portal.
- Must be transmitted and cleared by SPS at the time shipment is tendered to the carrier.
- All information on the 856 ASN must match the GS1 Label as well as what is packed in the cartons.
- All Cartons for a shipment must be listed on the 856 ASN.
- 856 ASN must include accurate information as required in the specs
- Tracking, PRO Number, BOL and carrier fields must contain valid information
- 856 ASN data must match the data sent on the PO document including accurate data for the following fields: UPC, Ship To location, Mark For location
- For Multi-Store Purchase Order, you may send a single 856 ASN that includes multiple Mark For locations.
- If a shipment for a single Mark For location contains more than one (1) carton, send only one 856 ASN per shipment. Do not send one (1) 856 ASN for each individual carton within a shipment.

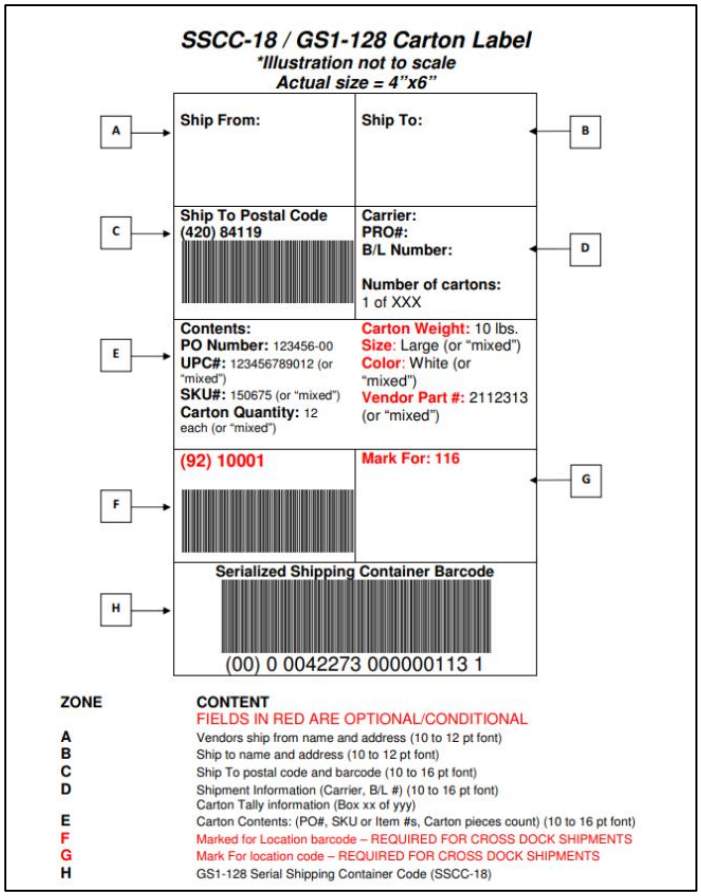
Section 4 – EDI - ELECTRONIC DATA INTERCHANGE (continued)

EDI 810 Invoice

- All data fields must be accurate to the requirements listed in the EDI specification documents available on the SPS Vendor Portal.
- Must be sent within two (2) business days from the day shipment is shipped.
- Do not submit duplicate 810 Invoices.
- Only send an 810 Invoice for an EDI PO. Do not send an 810 Invoice for non-EDI POs.
- If an 810 invoice is submitted, do not email an additional invoice.
- Invoice data must match the data sent on the PO document including accurate data for the UPC field.
- VRR must receive one (1) 810 Invoice for each 856 ASN. Multiple 856 ASNs cannot be combined onto one (1) 810 Invoice.
- The 810 Invoice must contain accurate BOL or Tracking/PRO Number information that matches the BOL or Tracking/PRO Number information indicated on the 856 ASN.

GS1 Label

- All shipments arriving at the VRR DC must have properly formatted and scannable GS1 labels.
- Each GS1 label must have a unique SSCC barcode. SSCC barcodes cannot be duplicated across the same or different shipments.
- Every carton must have a unique GS1 label.
- The total carton count in field D must reflect all cartons listed on the ASN
    - Example: 1 of 7, 2 of 7, 3 of 7, etc.
- Contact VRREDI@vailresorts.com for any questions related to GS1 Label format or format approval.



Section 4 – EDI - ELECTRONIC DATA INTERCHANGE (continued)

4.4 Multi-Store PO and Blanket/Release EDI POs

- Merchant will notify vendor if Vail Resorts desires to test for these PO type capabilities.
- Vendor must undergo additional testing for approval that all requirements are met.
- Additional requirements for Multi-Store and Blanket/Release EDI PO types:
    - EDI 856 Advance Shipment Notice
        - Vendor may send one (1) 856 ASN for a single 850 PO that includes multiple Mark for locations
        - Vendor sends 856 ASNs at the time shipments depart from the vendor's warehouse
    - EDI 810 Invoice
        - Vendor submits one (1) 810 Invoice per 856 ASN
        - Vendor sends 810 Invoices within two (2) business days of sending the 856 ASN
    - Packing Guidelines
        - Vendor cannot mix multiple Store Breakouts/Mark For locations in the same carton
        - Do not combine multiple Purchase Orders in the same carton
        - Cartons may be packed in a mixed UPC format
    - Other
        - All items must be pre-ticketed unless exceptions have been granted
        - Purchase Order number on return documents (810, 855, 856) must match exactly

4.5 Vendor Coaching

In the case Vail Resorts Retail has to perform multiple unplanned services on EDI documents that are not sent according to the specifications listed on the portal, VRR will require a vendor coaching session with the Retail Vendor Relations Manager and the VRR EDI Supervisor. If improvements are not made through coaching, the vendor will be required to recertify through SPS Commerce at the vendor's expense.

All unplanned services performed on EDI documents will be subject to Unplanned Service Fees.

Section 5 – PURCHASE ORDER GUIDELINES

5.1 Accurate Purchase Order Numbers

A valid seven-digit VRR purchase order number must be included on all paperwork associated with packaging, shipment, and invoicing of merchandise for a shipment to enter a VRR DC. Shipments without PO numbers or shipments with invalid PO numbers will not be accepted by VRR and will be returned to the vendor.

5.2 Multiple Shipments on a Purchase Order

Multiple shipments on a purchase order create delays in receiving and invoice payment as well as additional freight and labor costs for VRR. POs should be shipped as complete as possible. VRR will accept a maximum of **three (3) shipments per PO**.

5.3 Early / Late Shipments

Any adjustments to the original ship or cancel date must be via email (Non-EDI) or through the EDI 860-PO Change request (EDI). A verbal approval is not sufficient for changes to the purchase order. The vendor must contact the buyer on the PO for pre-approval in the event an early or late shipment of merchandise to VRR distribution centers is anticipated.

Shipments that arrive to VRR distribution centers prior to the start of the ship window may result in Unplanned Service Fees.

Shipments sent by the vendor after the designated cancel date will be automatically returned to sender.

5.4 Multiple Purchase Orders in One Carton

Multiple POs in a single carton unnecessarily complicates the VRR receiving process.

Each PO must be packaged in separate cartons.

5.5 Order Accuracy

All changes to any aspect of the PO must be via email (Non-EDI) or through the EDI 860-PO Change request (EDI). A verbal approval is not sufficient for changes to the purchase order. Unauthorized substitutions, overages, and items not ordered may be returned to the vendor. Any product cost changes must be approved and accurate on the purchase order in advance of shipping and all pricing on the invoice must match the pricing on the purchase order. Inaccuracies will result in Unplanned Service Fees.

5.6 Return Authorizations for items not ordered

If an RA is required to return unauthorized product, it must be issued within 5 business days. Vendor will be responsible for freight charges and pickup if a RA is required.

5.7 Purchase Order Delay, Termination, Cancellation

Vail reserves the right at any time without cause to delay, terminate, or cancel all or part of any undelivered or unperformed portion of a PO by notice to vendor. Upon receipt of such notice, Supplier shall immediately stop delivery or work on the portion of the order terminated or canceled. If Vail cancels a PO, Vail agrees to pay Supplier for all (i) approved services rendered by Supplier; and (ii) all finished goods shipped to Vail prior to the effective date of cancellation. Vail will have no other liability arising out of cancellation of the PO.

5.8 Vendor-Provided Fixtures

All vendor-branded or vendor provided fixtures must be approved by the merchant and visual merchandising prior to shipping. Vendor fixtures should be shipped Direct to the Store and freight charges should be paid in full by the vendor. Tracking information needs to be provided to the merchant team prior to shipping.

Section 6 – TICKETING GUIDELINES

6.1 Ticketing Guidelines

All product must arrive at the VRR distribution centers pre-tagged with pricing and a scannable UPC barcode ticket affixed to each item. The following information must be included on the ticket to ensure items can be easily identified by the warehouse and the customer.

- UPC or EAN
- Scannable barcode
- Vendor style or model number
- Vendor color code
- Vendor size
- Vendor dimension (if applicable)
- Price - The price on ticket must match the price submitted on the PO received from VRR.

Any vendor that cannot pre-ticket all items must be approved for exemption prior to being set up. This can be requested by contacting RetailVendorRelations@vailresorts.com.

6.2 Tag Placement

Tags must be affixed on the physical product **and** on the outer packaging if outer packaging is present.

Pre-Approved Display Priced Merchandise

Some merchandise is displayed with price at the store and only requires a UPC barcode on the product. Retail price will be on the display. Examples include:

- Pre-Approved Hardgoods
- Footwear

Hard-to-Ticket, Bulk-Type Merchandise

Some merchandise is either too small to facilitate a ticket or is displayed in a bulk-type container. These items are allowed to be display-priced and require a human-readable barcode and retail price displayed somewhere on the item or display. Examples include:

- Lip-balm
- Hand warmers
- Small items displayed in a container

Skis/Snowboards - Must be tagged on the back side of the tips (top of the ski) underneath the plastic.

Apparel - The decision on where to place the ticket is left to the supplier who knows their product and will place the ticket where it is safe for the garment and is easily visible to the warehouse and the customer. The ticket must be applied to the physical product and not the protective packaging as these items are not displayed in the plastic in stores.

Goggles/Helmets - Must be double tagged. One tag on the customer-facing exterior of the display box and one tag on the vendor's hang tag affixed to the strap of the product.

Accessories - Place tickets neatly on the product in a location that does not obscure product information or detract from the item itself. The placement of tickets should be consistent between identical or similar products.

Logo - Some product is ticketed by our VRR authorized embroiderer and does not require pre-ticketing from the vendor. All other product that is embroidered or logoed by the vendor should have tickets placed on the product in a location that does not obscure product information or detract from the item itself.

Bikes - Must be double tagged with one ticket on the outside of the box near the product information label and one ticket placed inside the box to be used when the bike is built at the store.

Section 6 – TICKETING GUIDELINES (continued)

6.3 VRR TICKET SUPPLIERS

For vendors who do not have UPC and pricing on their products, the below companies are suppliers of tags and hangtags for VRR.

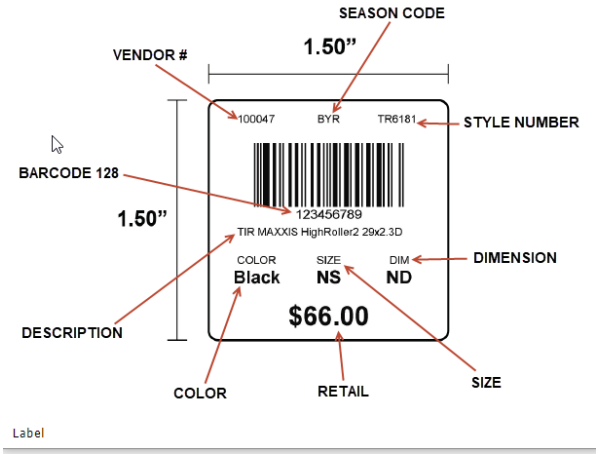
Fineline Technologies

- Two-day order turnaround from their production facilities in the US, Canada, and Asia.
- Order tracking tools so you can track the progress of your order
- To register, visit http://www.finelinetech.com
  - USA Orders: 1-800-500-8687
  - CAN Orders: 1-800-268-7195
  - VRR Representative: Cassie McCann
    - cmccann@finelinetech.com
    - US - support@finelinetech.com
    - CAN - support@finelinetech.ca

Velocity Group Int'l

- Two-day order turnaround from their production facilities in the US & Asia.
- Order tracking tools so you can track the progress of your order.

To register, visit https://velocitygroupintl.com
USA Orders: 877-750-3390
VRR Representative: Alex Keo
akeo@velocitygroupintl.com
support@velocitygroupintl.com



Section 7 – PACKING SLIP GUIDELINES

7.1 Non-EDI Vendors - Packing Slip Guidelines

A master packing slip must be included for each purchase order.

- One (1) copy of the packing slip must be included in a plastic "Packing Slip Enclosed" pouch.
- The plastic packing slip pouch must be adhered to the lead carton of each separate purchase order.
- Do not adhere the packing slip itself to the cartons / packages.
- Do not place master packing slips inside cartons.

Packing slip must include the following information:

- Valid seven-digit VRR purchase order number
- Vendor name
- Vendor order number
- Date shipped
- Accurate quantity shipped detail summarized by item/style
- Shipment tracking number(s) or Bill of Lading number

7.2 Non-EDI Vendors – Packing Slip Email Notification

A paper copy of the master packing slip must be included in the shipment and emailed to the appropriate VRR Distribution Center at the time the shipment is tendered to the carrier. The SUBJECT of the email must include the vendor name and the PO number. VRR Distribution Center Packslip Email Addresses:

DC908 – VRRpackslip908@vailresorts.com
DC990 – VRRpackslip990@vailresorts.com
DC991 – VRRpackslip991@vailresorts.com
DC992 – VRRpackslip992@vailresorts.com
DC995 – VRRpackslip995@vailresorts.com
DC996 – 996AvonWarehouse@vailresorts.com
DC999 – 999RentalDC@vailresorts.com

7.3 EDI Vendors

A paper copy of the packing slip is not required for POs submitted via EDI.

Section 8 –PACKAGING GUIDELINES

8.1 Packing Guidelines for all VRR Purchase Orders

- Carton Weight – Carton weight should not exceed 50 pounds, unless the product itself weighs more than 50 lbs. Any item over 50 lbs. should be marked as "HEAVY".
- Do not combine or mix multiple POs in the same carton.
- All items must be pre-ticketed unless exceptions are granted.
- It is acceptable to pack different SKUs in the same carton, however, consolidate identical SKUs into the same carton when possible.

Section 9 – EPICSHOP.COM PACKAGING GUIDELINES (Ship to DC 998)

9.1 EpicShop.com Packing Guidelines for Purchase Orders Shipping to DC 998 Only

Apparel/Headwear/Totes/Trailsigns/Plush/Blankets/Pins/Metal Ornaments

- Must be individually packaged in a polybag.
- Must have a scannable tag displaying price affixed to the outside of the polybag.
- Must have a scannable tag displaying price affixed to product.
- Polybags with an opening >5" when lying flat must display a suffocation warning in accordance with all applicable federal, state, and local regulations including requirements related to dimensions, placement, language, print size, and visibility. Additionally:
    - The warning must be printed or placed in a prominent location and in a legible font size for the size of the bag; and
    - Warning print must be legible and contrasted by typography, layout, or color to the bag or other printed matter, if any, on the bag

Drinkware/Glass Ornaments

- Must be individually packaged in box.
- Must have a scannable tag displaying price affixed to the outside of the box.
- Must have a scannable tag displaying price affixed to product.

Stickers

- Do not need to be individually packaged.
- Each sticker must have a scannable tag displaying price.

9.2 EpicShop.com Packing Guidelines for Purchase Orders Shipping to a Third Party Embellisher

No additional packaging requirements

9.3 Packaging Compliance Warranty

Vendor represents and warrants that all products and packaging delivered to VRR, including any polybags, plastic film, or other protective packaging, comply with all applicable federal, state, and local laws and regulations, including but not limited to suffocation-warning requirements. Supplier is solely responsible for determining and ensuring such compliance prior to shipment.

9.4 Non-Compliant Packaging

If any products arrive in packaging that does not comply with these eCommerce Packaging Guidelines or applicable law, RR may, at its option:

- Reject the shipment;
- Repackage, relabel, or otherwise modify the packaging to achieve compliance; and/or
- Assess unplanned service fees

Vendor agrees that VRR may recover all reasonable costs associated with such remediation, including labor, materials, and administrative costs, via chargeback or deduction from amounts otherwise owed to Vendor in addition to any applicable unplanned service fees.

Section 10 – LABELING GUIDELINES

10.1 Label Guidelines

Non-EDI Partners must adhere to the following shipping label guidelines:

- VRR requires that you affix a shipping label to each carton that contains the following information:
- Ship From and Ship To addresses
- Valid seven-digit VRR purchase order number
- Total number of cartons for each PO number, i.e., “1 of 3”, “2 of 3”, “3 of 3”
- Labels must be placed on the bottom right-hand corner of the box visible from the outside of the pallet.

EDI Partners - The GS1 label is required for all EDI vendors, and for every carton on an EDI shipment. Specifications are available on the SPS Portal.

10.2 LTL / Volume Load Shipments

- Total number of cartons, all PO numbers, and total number of skids must be listed on the Bill of Lading.
- If you are shipping more than one PO number in an LTL or truck load shipment, each carton must have the VALID VRR PO number visible from the outside of the pallet.
- All labels must be placed on the bottom right-hand corner of the box visible from the outside of the pallet.
- If boxes of multiple SKUs are combined on a pallet, similar SKUs must be stacked together and separated by a slip of cardboard.
- **If multiple POs are combined on a pallet, they must by sorted by PO and separated by a slip of cardboard.**
- Pallets must be stacked and securely wrapped properly to ensure contents are not broken down before delivery and do not shift during transport.

Section 11 – FREIGHT TERMS

For all sections within Freight Terms note that a "shipment" is considered to be all packages shipped from a single location to a single ship-to-address.

Free Freight Program – If the vendor is paying freight, the vendor can choose the carrier and is responsible for paying all freight costs. Shipments over 200 pounds/90 kilograms must be shipped LTL and delivered complete. A delivery appointment is required for all shipments on vendor carriers. Shipment details for containers need to be sent to VRR when product begins to move.

11.1 Domestic Freight Terms

- Each shipment for which VRR is responsible for payment of freight must be shipped via the carriers listed in 'Freight Routing Instructions'.
- Freight charges may not be added to the merchandise invoice.

11.2 International Freight Terms

- **VRR Paid Freight & Customs – FCA (Vendor DC)** - Each shipment for which VRR is responsible for payment of freight must be shipped via the carrier determined in the VRR Routing Guide. All international shipments for which VRR is responsible for customs clearance must be set up through our broker, Expeditors Canada (CA) or Expeditors International (US).
- **Free Freight Program - DDP (VRR DC)** – The vendor is responsible for paying all freight costs on the vendor's freight carrier of choice. Shipments over 200 pounds/90 kilograms must be shipped LTL and delivered complete. For international shipments, the vendor is responsible for the customs clearance and all fees. Freight charges may not be added to the merchandise invoice.
- Any freight terms other than listed above must be approved for exemption prior to being set up. This can be requested by contacting RetailFreight@vailresorts.com.
- Freight charges may not be added to the merchandise invoice.

11.3 Brokerage Information for International Shipments into Canada

Each shipment for which VRR is responsible for payment of duties, taxes, brokerage, and customs fees must be set up through our broker.

International Shipments into Canada

Broker: Expeditors Canada – Vancouver Branch
Account Number: G0286833
Phone: 604-244-8543
Email: Yvr-traffic@expeditors.com
For 24/7 truck clearance where YVR is closed, send PARS request to: yqgparsdocs@expeditors.com

Section 11 – FREIGHT TERMS (continued)

Shipments into Canada must include the following information on all shipping documents and Customs Commercial Invoice:

- Importer of Record: WHISTLER MOUNTAIN RESORT LIMITED
- Customs Broker: EXPEDITORS CANADA – VANCOUVER BRANCH
- International Freight Terms FCA or DDP
- A valid 7-digit purchase order number
- The value and currency listed on the Canada Customs Invoice must match the value and currency of the purchase order
    - Any pricing variation will cause delays or rejections at the border
    - VRR will contact the shipper to confirm accurate pricing and a corrected Canada Customs Invoice must be provided within 48 hours
- Country of Origin of all goods
- Detailed description of each item being shipped
- Harmonized Tariff Codes matching the importing country for each product
    - Shipments going into Canada must use Canadian HTS Codes
    - Shipments going into the US must use US HTS Cods
- **If any of the above information listed is missing, it will cause delays or rejections at the border and can result in unplanned service fees as outlined in Unplanned Service Fees.**

International Shipments into the United States

Broker: Expeditors International of Washington Inc.
24/7 PAPS Fax Line – 734-857-5153
Email: Yvr-traffic@expeditors.com

Shipments into the US must include the following information on all shipping documents and Customs Commercial Invoice:

- Importer of Record: SSI Venture LLC dba Vail Resorts Retail
- Customs Broker: EXPEDITORS INTERNATIONAL
- International Freight Terms FCA or DDP
- A valid 7-Digit purchase order number
- The value and currency listed on the Customs Invoice must match the value and currency of the purchase order
- Any pricing variation will cause delays or rejections at the border.
- VRR will contact the shipper to confirm accurate pricing and a corrected Customs Invoice must be provided within 48 hours.
- Country of Origin of all goods
- Detailed description of each item being shipped
- Harmonized Tariff Codes matching the importing country for each product
    - Shipments going into Canada must use Canadian HTS Codes
    - Shipments going into the US must use US HTS Codes

Section 11 – FREIGHT TERMS (continued)

11.4 Container Requirements

The following information must be sent to RetailFreight@vailresorts.com for all containers shipping direct from manufacturer to VRR DCs once the product begins to move.

- Vendor Name:
- Vendor Contact Email for weekly updates:
- Shipment ID:
- Container Number:
- Ship Date:
- Port of Entry:
- Ship To Location:
- Estimated Time of Arrival (ETA) to:
- Port of Entry:
- Rail Discharge:
- VRR DC:
- List of VRR PO's:
- Total Units in shipment:
- Is product palletized or floor loaded:
- Attach a copy of the Bill of Lading (BOL)

If any of the above information listed is missing, it will cause delays or rejections at the border and can result in unplanned service fees as outlined in Unplanned Service Fees.

Canada Customs Invoice Sample

Revenue Canada Revenu Canada

CANADA CUSTOMS INVOICE
FACTURE DES DOUANES CANADIENNES

Page of de

1. Vendor (Name and Address) - Vendeur (Nom et adresse)

2. Date of Direct Shipment to Canada - Date d'expédition directe vers le Canada
yyyy/mm/dd

3. Other References (Include Purchaser's Order No.)
Autres références (Inclure le n° de commande de l'acheteur)
MUST INCLUDE VALID 7-DIGIT PURCHASE ORDER NUMBER

4. Consignee (Name and Address) - Destinataire (Nom et adresse)
WHISTLER MOUNTAIN RESORT
VRR DC 992
1410 Alpha Lake Rd. 105
Whistler BC V01 1B1 Canada

IMPORTER OF RECORD: WHISTLER MOUNTAIN RESORT (IF FCA),
VENDOR NAME IF DDP.

5. Purchaser's Name and Address (If other than Consignee)
Nom et adresse de l'acheteur (S'il diffère du destinataire)
WHISTLER MOUNTAIN RESORT - VAIL RESORTS RETAIL

6. Country of Transhipment - Pays de transbordement

7. Country of Origin of Goods
IF SHIPMENT INCLUDES GOODS OF DIFFERENT ORIGINS ENTER ORIGINS AGAINST ITEMS IN 12.
SI L'EXPÉDITION COMPREND DES MARCHANDISES D'ORIGINES DIFFÉRENTES PRÉCISER LEUR PROVENANCE EN 12.

8. Transportation: Give Mode and Place of Direct Shipment to Canada
TRANSPORTATION MODE & PLACE

BROKER: EXPEDITORS CANADA - VANCOUVER BRANCH; ACCT#G0286833

9. Conditions of Sale and Terms of Payment
(i.e. Sale, Consignment Shipment, Leased Goods, etc.)
Conditions de vente et modalités de paiement
(p. ex. vente, expédition en consignation, location de marchandises, etc.)
INCOTERMS: FCA OR DDP, TERMS OF SALE (ex. NET 60)

10. Currency of Settlement - Devises du paiement
USD OR CAD

11. No of Pkgs N= de	12. Specification of Commodities (Kind of Packages, Marks and Numbers, General Description and Characteristics, i.e. Grade, Quality) Désignation des articles (Nature des colis, marques et numéros, description générale et caractéristiques, p. ex. classe, qualité)	13. Quantity (State Unit) Quantité (Préciser	Selling Price - Prix de vente 14. Unit Price Prix unitaire	15. Total
	DETAILED DESCRIPTION OF GOODS, INCLUDING WHISTLER PART NUMBERS AND HS CODES			

18. If any of fields 1 to 17 are included on an attached commercial invoice, check this box
Si tout renseignement relativement aux zones 1 à 17 figure sur une ou des factures commerciales ci-attachées, cocher cette case ☐
Commercial Invoice No. / N° de la facture _____

16. Total Weight - Poids total
Net | Gross - Brut

17. Invoice Total
Total de la facture

19. Exporter's Name and Address (If other than Vendor)
Nom et adresse de l'exportateur (s'il diffère du vendeur)

20. Originator (Name and Address) - Expéditeur d'origine (Nom et

21. Departmental Ruling (If applicable) - Décision du Ministère (s'il y a

22. If fields 23 to 25 are not applicable, check this box ☐
Si les zones 23 à 25 sont sans objet, cocher cette case

23. If included in field 17 indicate amount:
Si compris dans le total à la zone 17, préciser
(i) Transportation charges, expenses and insurance from the place of direct shipment to Canada
Les frais de transport, dépenses et assurances à partir du point d'expédition directe vers le Canada
(ii) Costs for construction, erection and assembly incurred after importation into Canada
Les coûts de construction, d'érection et d'assemblage après importation au Canada
(iii) Export packing
Le coût de l'emballage d'exportation

24. If not included in field 17 indicate amount:
Si non compris dans le total à la zone 17, préciser :
(i) Transportation charges, expenses and insurance to the place of direct shipment to Canada
Les frais de transport, dépenses et assurances jusqu'au point d'expédition directe vers le Canada
(ii) Amounts for commissions other than buying commissions
Les commissions autres que celles versées pour l'achat
(iii) Export packing
Le coût de l'emballage d'exportation

25. Check (If applicable):
Cocher (s'il y a lieu) :
(i) Royalty payments or subsequent proceeds are paid or payable by the purchaser
Des redevances ou produits ont été ou seront versés par l'acheteur ☐
(ii) The purchaser has supplied goods or services for use in the production of these goods
L'acheteur a fourni des marchandises ou des ☐

CI1 (95/01) Printed in Canada - Imprimé au Canada A466

U.S. Customs Invoice Sample

Customs Invoice

Exporter or Seller **Shipper name & address** **shipper contact name/email/phone**	
Consignee **Vail Resorts Retail - DC #** **add full delivery address** Contact: Erin Barclay, 303-870-4224, eabarclay@vailresorts.com	FOR CUSTOMS CLEARANCE NOTIFY: **Expeditors International of Washington, Inc.** **24/7 PAPS Fax Line - 734 857-5153**
Buyer (if other than Consignee)- IMPORTER SSI Venture, LLC dba Vail Resorts Retail 390 Interlocken Crescent, Ste 600 Broomfield, CO 80021-8052	Destination (Country): U.S.A. Border crossing point: Terms of Sale: EXW U.S. Duty & Brokerage Charges For: [ ] Shipper [x] Consignee [ ] Other: Parties Are: [ ] Related [x] Not Related Duty & Brokerage Fees Included: [ ] Yes [x] No Discounts Included: [ ] No [x] Yes; details attached
CARRIER / (Local) Point of Lading	Invoice Date / Date of Transfer
A / B/L, AWB, TRUCKBILL Number	
Port of Entry / PURCHASE ORDER NUMBER	Exchange Rate / Currency of Sale: USD
Shipment total: # cartons / # pallets / **Country of origin**	Gross Weight

Description of Goods	H.S. Number	Quantity/Packaging	Unit Price	Invoice Total

If good not sold state reason for export	Export Permit No.	Total Invoice:	$0.00

Estimated Freight Charges to Port of Exit $_____ to Destination $_____	To be completed by Canadian Shipper ONLY when the goods described above are of U.S. manufacture/growth.
Mode of Transportation: ( ) Road ( ) Air ( ) Rail ( ) Other Containerized: ( ) Yes ( ) No	DECLARATION OF SHIPPER
I hereby certify that the information given above and on the continuation sheet(s), if any, is true and complete in every respect. Give Firm Name and Address if different from Exporter Box above Date: Signature _____ Status ( ) Owner ( ) Agent	I _____ declare that the articles herein specified are to the best of my knowledge and belief the growth produce or manufacture of the United States; that they were exported from the United States from the Port of _____ on or about _____ that they are returned without having been advanced in value or improved in condition by any process of manufacture or other means. Signature _____ Status _____

Section 12 – Freight Routing Instructions

12.1 Shipment Descriptions

SMALL PACKAGE SHIPMENTS: The daily combined weight of all packages, shipped from a single location, to a single ship-to location is **under 200 pounds/90 kilograms.**

FedEx Ground - Third Party Bill

- The VRR Third Party Bill Account Number is required on all FedEx Ground shipments.
- **Ship From inside US - FedEx Ground Account Number 3673-1327-7**
- **Ship From inside Canada - FedEx Ground Account Number 8641-3826-8**
- The VRR purchase order number is required in the first reference field.
- The FedEx tracking number listed on ASN must be linked to all tracking numbers in the shipment as a Master Tracking Number.
- Do NOT enter a declared value.
- Do NOT use the VRR FedEx Account for non-Vail Resorts Retail Locations
- Do NOT use the VRR FedEx Account for Coupa orders
- Shipments that are upgraded from Ground to Express need to be pre-approved in writing. This can be requested by contacting RetailFreight@vailresorts.com.

LTL AND VOLUME LOAD SHIPMENTS: The daily combined weight of all packages, shipped from a single location, to a single ship-to location is **over 200 pounds/90 kilograms.**

ArcBest TMS Portal https://arcbest.mercurygate.net/MercuryGate/login/mgLogin.jsp

- Login credentials for the ArcBest TMS portal are available by sending an email request to: vailresortsretail@arcb.com
- Login to the ArcBest TMS portal 48 hours prior to shipping with the following information:
  - Number of pallets and dimensions
  - Accurate Total Weight
  - Carton Count
  - Origin Zip Code
  - Contact Information
  - Hours of Operation
  - Destination VRR Distribution Center
  - List of all Purchase Orders
  - PO Cancel Dates
  - Commodity
  - Be aware the system will default the payment terms to collect. DO NOT CHANGE THE TERMS. Once the shipment is booked in the TMS portal, terms will be updated to prepaid.
- Once the shipment is booked through the TMS, you will receive the Bill of Lading and assigned carrier in a shipping notification email from vailresortsretail@arcb.com
- The TMS supplied BOL is required for shipment of the goods. Do not create your own BOL.
- If at any time you are in need of assistance with the booking/shipping process, please reach out to the dedicated ArcBest Planning Analyst at vailresortsretail@arcb.com

Section 13 – RECEIVING FACILITIES/SHIP-TO-ADDRESSES

13.1 Receiving Facilities / Ship-To Addresses

The VRR Ship-To location will be listed on the original purchase order contract. Always follow the Ship To location listed on the PO contract.

VRR DC 908
Required)
196 Shady Lane
Stateline, NV 89449
Phone: 775-586-6103
908warehouse@vailresorts.com

VRR DC 990
316 VT 100
West Dover, VT 05356
Phone: 802-464-4241
990warehouse@vailresorts.com

VRR DC 991 (Liftgate
5402 Mountain Road
Stowe, VT 05672
Phone: 802-253-3674
991warehouse@vailresorts.com

VRR DC 992
1410 Alpha Lake Rd, Unit 105
Whistler BC, V8E 0J3
Phone: 604-938-0223
992warehouse@vailresorts.com

VRR DC 995
16303 East 32nd Avenue #20
Aurora, CO 80011
Phone: 720-462-6887
995warehouse@vailresorts.com

VRR DC 996
950 Nottingham Road
Avon, CO 81620
Phone: 970-306-0301
996AvonWarehouse@vailresorts.com

VRR DC 998
16303 East 32nd Avenue #30
Aurora, CO 80011
Phone: 720-462-6887
998warehouse@vailresorts.com

VRR DC 999 – Rental Warehouse
950 Nottingham Road
Avon, CO 81620
Phone: 970-306-0301
999RentalDC@vailresorts.com

Section 14 – INVOICE GUIDELINES

14.1 Invoice Guidelines for EDI Vendors

- All EDI orders require an 810-Invoice file to be submitted to our EDI trading partner, SPS Commerce.
- Invoices are to be sent within two (2) business days (48 hours) of sending the ASN.
- Do not submit duplicate invoices.
- Do not email invoice(s) if an invoice has been submitted via the EDI 810-Invoice file.
- All 810-Invoice data fields are to meet the required guidelines listed in the EDI specification documents available on the SPS Vendor Portal,
- Document Specifications with all guidelines are available on the SPS Portal. https://community.spscommerce.com/vail-resorts-retail/

Format for EDI Invoices

- All invoice numbers submitted must be 12 characters or fewer to ensure compatibility with our system.
- A valid seven-digit VRR purchase order number must be included on all paperwork associated with an invoice
- Submit one invoice per shipment/ASN:
  - Do not combine multiple shipments/ASNs on an invoice.
  - Do not combine multiple POs on an invoice.
  - Do not send multiple invoices for one shipment/ASN.
- Each shipment/ASN is to be invoiced individually with the correct shipped quantities.
- Invoice prices are to reflect the price on the Purchase Order(s).
- The invoice(s) must include only shipped items; do not include back-ordered items not yet shipped.

Discounts on Invoice

- The invoice due date and any applicable discount should align with those specified in the Purchase Order.
- Pay term discounts, such as early payment discounts (e.g. 2% 20 net 60 discounts), shall be noted in the invoice header and not deducted from the net total amount of the invoice. The net total must represent the full amount due before the application of any discounts depending on timely payment.
- Any discount that does not have a deadline (pre-season, volume, negotiated, etc.) is to be listed and calculated into the net total amount of the invoice.
- All purchase orders must be reviewed upon receipt and ensure that pay terms and costs, align with what will be invoiced. Any discrepancies between the PO and the intended invoice must be communicated to Vail upon receipt of the PO.

Sales Tax on Invoice

- US invoice(s) – Do not include sales tax on invoice
- Canada invoice(s) – GST must be itemized as a separate line item on invoice

Banking Information

- Vendors are responsible for maintaining accurate and up-to-date banking information with Vail. Any changes to banking details must be made using Coupa to ensure timely payment processing. Please reach out to RetailVendorRelations@vailresorts.com

Invoices Containing Freight Costs

- All freight costs included on merchandise invoices will be short paid without notification to the vendor. Any freight charges that VRR is expected to pay should be third-party billed to VRR freight accounts. All freight accounts are listed in the 'Freight Routing Instructions' unless a special freight program is in place. All special requests should be sent to RetailFreight@vailresorts.com

Section 14 – INVOICE GUIDELINES (continued)

14.2 Invoice Guidelines for Non-EDI Vendors

- Invoices are to be sent within 2 business days (48 hours) of the shipment date of the product.
- Do not submit duplicate invoices.
- All Non-EDI invoices must be emailed to:
  - US vendors: retailap@vailresorts.com
  - Canada vendors: retailapCAN@vailresorts.com
  - Do not mail any hard copies of invoices through the US Postal Service (USPS).

Format for Non-EDI Invoices

- Non-EDI Vendors are to send invoice(s) for all non-EDI orders via email for each individual invoice in a .PDF or .Tiff file format. Do not submit multiple invoices on one PDF/Tiff file.
- The email subject line must contain "Invoice".
- Invoices must be an attachment in .Tiff or .PDF format. Invoices submitted in the body of the email will be rejected.
- All Non-EDI invoice(s) are to include the following:
  - Invoice Number (maximum of 12 characters in length)
  - Invoice Date
  - Seven-digit valid VRR Purchase Order Number
  - Vendor Order Number
  - Carton / Package count
  - Description of merchandise
  - Unit of measure (each, dozen, gross, etc.)
  - Accurate quantity per item shipped
  - Accurate total number of units shipped
  - Payment terms; allowable discounts should be noted separately in payment terms

Discounts on Invoice

- The invoice due date and any applicable discount should align with those specified in the Purchase Order.
- Pay term discounts, such as early payment discounts (e.g. 2% 20 net 60 discounts), shall be noted in the invoice header and not deducted from the net total amount of the invoice. The net total must represent the full amount due before the application of any discounts depending on timely payment.
- Any discount that does not have a deadline (pre-season, volume, negotiated, etc.) is to be listed and calculated into the net total amount of the invoice.
- All purchase orders must be reviewed upon receipt and ensure that pay terms and costs, align with what will be invoiced. Any discrepancies between the PO and the intended invoice must be communicated to Vail upon receipt of the PO.

Sales Tax on Invoice

- US invoice(s) – Do not include sales tax on invoice
- Canada invoice(s) – GST must be itemized as a separate line item on invoice

Banking Information

- Vendors are responsible for maintaining accurate and up-to-date banking information with Vail. Any changes to banking details must be made using Coupa to ensure timely payment processing. Please reach out to RetailVendorRelations@vailresorts.com.

Invoices Containing Freight Costs

- All freight costs included on merchandise invoices will be short paid without notification to the vendor. Any freight charges that VRR is expected to pay should be third-party billed to VRR freight accounts. All freight accounts are listed in the 'Freight Routing Instructions' unless a special freight program is in place. All special requests should be sent to RetailFreight@vailresorts.com

Section 15 – SYSTEM SKI PROCEDURE FOR VRR RETAIL ORDERS

Acronyms Defined:

SMU = Special Make Up -A product vendors make specifically for VRR
Example: A new UPC for a system ski (ski & binding)
EDI = Electronic Data Interchange
850 = The EDI Purchase Order Document
856 = The EDI Advanced Shipment Notification (ASN) Document
810 = The EDI Invoice Document

Scope:

This procedure covers the process for ordering, labeling, packaging, and shipping system skis for our retail stores in US and Canada. This process does not cover the rental fleet for VRR or My Epic Gear shipments.

Procedure:

PO Format Requirements for ordering System Skis:

VRR Buyers will create 850 Purchase Orders for system skis that have a SMU with a single SKU attached to a single UPC that will contain 1 set of skis and 1 set of bindings.

Ticketing Requirements for System Skis:

- Vendors are not required to place MSRP on the system skis.
- The SMU UPC must be placed directly on the ski under any plastic wrap.
- The SMU UPC submitted on the Purchase Order is the only UPC that should be on the ski.
- The binding box should be labeled with the System Ski Description.
- The binding box should have all UPC information marked out or removed.
- Individual ski and binding UPCs should be marked out or removed from all products.

Packaging Requirements for System Skis

- The GS1 Label must contain the SMU UPC for the System Ski in Barcode format.
- VRR prefers all System Skis to be pre-mounted with the binding.
    - The binding should be packaged for protection during shipping & handling
- If system skis cannot be pre-mounted, the ski and binding need to be together in 1 box.
- Adult System Skis must be packaged with 1 set of skis and 1 set of binding in 1 box.
- Junior System Skis can be packaged with 2 sets of skis and 2 sets of bindings in 1 box.

Section 15 – SYSTEM SKI PROCEDURE FOR VRR RETAIL ORDERS (continued)

Ex: Pre-mounted Example – Junior Ski 2 per box

Ex: Not pre-mounted Adult Ski 1 per Box

Ex: Not pre-mounted Junior Ski 2 per box

EDI requirements for System Skis

- For all EDI Shipments the data and quantity of the SMU UPCs must match the 850-Purchase Order, The 856-ASN and the 810-Invoice.

Section 16 – UNPLANNED SERVICES AND FEES

16.1 Unplanned Services and Fees

When there are problems with a vendor shipment or invoices, VRR may perform unplanned services to successfully receive products into inventory and process invoices. This may cause costly delays and affect the ability to sell products. VRR will perform the necessary unplanned services to keep the inventory flowing through the supply chain. VRR will be charging unplanned service fees to recover costs for performing these services.

The Traverse Systems Web Portal can be utilized to access the current version of the VRR Vendor Agreement, obtain details and photos on any unplanned services performed by VRR, and view documentation on all fees issued. If you feel you have received an invalid fee, you may dispute the chargeback through the Traverse Systems Web Portal.

Traverse Systems Web Portal - Vrr.traversesystems.com

For your first time logging in or if you forgot your password, select 'Reset Password' and follow the prompts.

Fee Descriptions & Amounts by Category

Data Integrity		
Fee #	**Unplanned Service Description**	**Fee Amount**
DATA01	Data Submission Error Correction	$150
DATA02	Data changes not submitted to VRR	$150

EDI Process		
Fee #	**Unplanned Service Description**	**Fee Amount**
3010	POA – Late POA	$150
EDI01	856 ASN not sent at time shipment is tendered to the carrier	$350
EDI02	Inaccurate 856 ASN Fields	$350
EDI03	Multiple POs sent on single 856 ASN	$350
EDI04	856 ASN quantity exceeds quantity on the PO	$350
EDI05	856 ASN data does not match data on the 850 PO or 860 PO	$350
EDI06	Multiple ASNs sent for single shipment	$350
EDI08	810 Invoice – invalid PO on invoice	$350
EDI09	810 Invoice has incorrect vendor number	$350
EDI10	855 PO Acknowledgement missing	$150
EDI11	855 PO Acknowledgement late > 2 days	$150
EDI14	Carton ID not on 856 ASN	$350
EDI17	Inaccurate 855 PO Acknowledgment fields not cleared by SPS	$350
EDI18	Invalid Tracking Provided on ASN	$350

Section 16 – UNPLANNED SERVICES AND FEES (continued)

GS1 Label		
Fee #	**Unplanned Service Description**	**Fee Amount**
GS101	GS1-128 Label/Barcode does not scan	$150/shipment + $10/carton
GS102	GS1-128 Label format error	$150/shipment + $10/carton
GS103	GS1-128 Label missing	$150/shipment + $10/carton
GS104	Duplicate SSCC Carton ID used	$150/shipment + $10/carton
GS106	Pallet not stacked properly/labels facing out	$350

Invoice		
Fee #	**Unplanned Service Description**	**Fee Amount**
INV01	Invoice Duplicate – sent more than once	$150
INV02	Invoice processed manually	$150
INV03	PO not listed/Invalid on Invoice	$150
INV04	Multiple Non-EDI invoices combined in one .pdf/.tiff	$150
INV05	Invoice sent in incorrect format (not .pdf/.tiff)	$150
INV06	Freight charges added to invoice	$150
INV07	Price on receiver does not match price on invoice	$150
INV08	Units on receiver does not match units on invoice	$150
INV09	Discount on PO does not match discount on invoice	$150
INV11	Sales Tax included on invoice	$150
INV12	GST not included on invoice	$150
INV14	Invoice does not contain all required information	$150
INV15	Late invoice – not sent within 2 business days of product ship	$150
INV16	Invoice Due Date does not match terms on PO	$150
INV17	Multiple Shipments/ASNs combined on one invoice	$150
INV19	Invoice does not contain total units shipped	$150
INV20	Non-EDI order sent 810 Invoice	$150
INV23	Vendor-provided invoice number exceeds 12 characters	$150
INV24	Pay Terms Discount subtracted from the invoice total	$150
INV25	Invoice Mailed	$150
INV26	Multiple invoices sent for 1 shipment/856 ASN	$150
INV27	Inaccurate 810 Invoice Fields not cleared by SPS	$350
INV28	EDI vendor emailed invoice non-EDI	$150
INV29	Invoice Total not calculated correctly/does not match item cost	$150
INV30	Multiple POs on one invoice	$150

Section 16 – UNPLANNED SERVICES AND FEES (continued)

Processing		
Fee #	**Unplanned Service Description**	**Fee Amount**
PROC01	No UPC on product	$150/shipment + $1/unit
PROC02	No Price on product	$150/shipment + $1/unit
PROC03	Missing tags	$150/shipment + $1/unit
PROC04	Incorrect price on tag	$150/shipment + $1/unit
PROC05	Incorrect tag on product	$150/shipment + $1/unit
PROC06	UPC does not scan/UPC not in system	$150/shipment + $1/unit
PROC07	Short-Pack slip inaccurate to box content	$150/shipment + $1/unit
PROC08	Over-Pack slip inaccurate to box content	$150/shipment + $1/unit
PROC09	Overage-Vendor shipped more than on PO	$150/shipment + $1/unit
PROC10	Overage-Product shipped that was not on PO	$150/shipment + $1/unit
PROC11	Missing/Incorrect Logo on product	$350
PROC12	Shipment not sent in full case qty	$150

Receiving		
Fee #	**Unplanned Service Description**	**Fee Amount**
REC01	Late Shipment – arrived past cancel date	$350
REC02	PO not listed on shipment	$350
REC05	Shipped to wrong location	$350
REC06	Multiple POs packaged together	$350
REC08	Cancelled Order	$350
REC09	Duplicate Shipment	$350
REC10	Invalid PO Number	$350
REC11	Pack slip not included with shipment	$350
REC14	Pallets not stacked/secured properly	$350
REC15	POs not sorted on pallet	$350
REC16	Early Shipment – arrived prior to start ship date	$350
RTV01	RA not issued within 5 business days	$350

Section 16 – UNPLANNED SERVICES AND FEES (continued)

Transportation		
Fee #	**Unplanned Service Description**	**Fee Amount**
TRAN01	Declared value added to shipment	$150
TRAN02	Unauthorized charges to VRR account	$350
TRAN03	Used incorrect carrier for weight break	$350
TRAN04	Unauthorized shipping upgrade	$150
TRAN05	Weight & Research Adj. charge	$150
TRAN06	BOL missing PO numbers	$150
TRAN07	Did not utilize Transportation Management System	$350
TRAN08	Did not utilize BOL provided by TMS	$350
TRAN11	Inaccurate Customs documents	$350
TRAN12	Customs documents missing information	$350
TRAN13	VRR had to file a post-entry correction with Customs	$350
TRAN14	No Prior Notification of Container Delivery	$150
TRAN15	More than 3 shipments on a PO	$350
TRAN16	No carrier delivery appointment prior to delivery	$150

Carton Audit		
Fee #	**Unplanned Service Description**	**Fee Amount**
1415	EDI Carton Audit – concealed shortage to 856 ASN	$150/shipment + $1/unit
1420	EDI Carton Audit – concealed overage to 856 ASN	$150/shipment + $1/unit
1422	EDI Carton Audit – concealed substitution to 856 ASN	$150/shipment + $1/unit
661	EDI Carton Audit – SKU or UPC not on PO	$150/shipment + $1/unit

Epic Shop (Orders shipping to DC 998)		
Fee #	**Unplanned Service Description**	**Fee Amount**
ECOM01	Product arrived not in polybag or box	$150/shipment + $1/unit
ECOM02	Product arrived without scannable tag on polybag or box	$150/shipment + $1/unit
ECOM03	Product arrived without scannable tag on product	$150/shipment + $1/unit
ECOM04	Tag on packaging does not display price	$150/shipment + $1/unit
ECOM05	Tag on product does not display price	$150/shipment + $1/unit
ECOM06	Polybag does not contain suffocation warning	$150/shipment + $1/unit

Section 17 – VRR CONTACT INFORMATION

17.1 General Retail Vendor Agreement Questions

Vail Resorts Retail Vendor Relations Team
Email: RetailVendorRelations@vailresorts.com

17.2 Transportation or Routing Questions

General Transportation Questions
Email: RetailFreight@vailresorts.com

ArcBest TMS Portal
https://arcbest.mercurygate.net/MercuryGate/login/mgLogin.jsp

ArcBest – VRR LTL/Truckload Questions
Email: vailresortsretail@arcb.com

17.3 Electronic Data Interchange (EDI) Questions

VRR SPS Commerce Vendor Portal https://community.spscommerce.com/vail-resorts-retail/
Phone: 888-739-3232
Email: support@spscommerce.com

VRR EDI Department
Email: VRREDI@vailresorts.com

17.4 VRR Accounts Payable Department

US Email: RetailAP@vailresorts.com
CAN Email: RetailAPCAN@vailresorts.com

17.5 Buyer Contacts

Send all data-related communications to retailproductdata@vailresorts.com

Jason Watts - Senior Director: Hardgoods - jwatts@vailresorts.com
Categories: Hardgoods, Winter Hardgood Accessories, Bike, & Outdoor

Brian Genuser – Director: Hardgoods – brian.genuser@vailresorts.com
Categories: Winter Hardgoods, Hardgood Accessories, Bike & Outdoor

Tamny Costello – Director: Apparel – tcostello@vailresorts.com
Categories: Outwear, Sportswear

Nate Giska - Director: Softgoods – Ngiska@vailresorts.com
Categories: Softgood Accessories, Logo, Footwear, & eCommerce

COMMITMENT TO ZERO

In 2017 we announced Commitment to Zero: a bold goal to reach a zero net operating footprint by 2030 through zero net emissions, zero waste to landfill, and zero net operating impact on forests and habitat.

As a company rooted in the outdoors, Vail Resorts is committed to protecting the natural environment where we live, work and play. We live our core value of Do Good by acting as responsible stewards of the environment, helping to preserve it so that our employees and guests can continue to enjoy exceptional mountain experiences for generations to come.

One of the benefits of our integrated network is that we're able to consistently collaborate across all resorts to share learnings and make collective progress. Commitment to Zero is a company priority – not just for our sustainability team, but for all team members. That's a position we've taken as a company and is something we consider to be always true.

Partnerships extend our impact and help create infrastructure and programs that reduce waste and advance circularity across our resorts and communities. We continue to leverage our supplier relationships to expand recycling options in remote locations and address hard-to-recycle materials.

For the latest information on our Commitment to Zero, please visit
www.vailresorts.com/responsibility/sustainability