



## Mobile Bottling Specifications and Requirements

These Specifications and Requirements for Mobile Wine Bottling Services ("Project Agreement"), is entered as of the date on the signature page by and between Top It Off Bottling, LLC, ("TIOB"), a California limited liability company, and the party on the signature page identified as "Winery". TIOB and the Winery are collectively referred to as the "Parties."

### **Access**

TIOB has three mobile bottling lines: Line 1 is 34-feet; Line 2 is 53-feet; and Line 3 is 28-feet. Lines 1 & 3 require a minimum space of 80 feet long by 12 feet wide, and Line 2 requires a minimum space of 100 feet long by 12 feet wide. All trees and overhanging wires, etc., should be at least 14 feet above the ground in the area designated for the bottling line. These space requirements are needed to maneuver, set up and bottle. In most cases we will survey the site prior to bottling.

### **Electrical**

TIOB requires a dedicated circuit with a minimum of 60 amps, 3-phase 230 volt service (Hubbell No. 4100M19W), or a 30 amps, 3-phase 460 volt service (Hubbell No. 460M17W), or a dedicated fused or non-fused Service Disconnect Panel rated for 3-phase 240 volts @ 60 amps or 3-phase 480 volts @ 30 amps, or a 35KW 3-phase generator. Power must be located within 100 feet of bottling site. One of the above winery-supplied receptacles should be installed and properly wired prior to bottling. Our technicians **will not** connect directly into your electrical panels.

If there is not a compatible plug or Service Disconnect Panel, then the Winery must supply a qualified individual (licensed electrician recommended) to install and remove TIOB's supplied pigtail to and from Winery's electrical panel.

### **Water**

TIOB requires clean, filtered, potable, water supplied with a minimum of 30 psi and 10 gpm. Dirty water used during sanitation can cause filters to plug and fail.

### **Wines**

Wines must be bottle-ready upon arrival of TIOB. This includes polish or sterile filtrations, if needed. Pad filtration in line to the truck is not permissible. Wines must be at least 58 degrees Fahrenheit to assure proper fill and prevent condensation. TIOB uses 30-inch code 7 filters to allow more overall surface area which reduces operating pressures. Filters can be purchased by the Winery from TIOB or the Winery may choose to provide their own. Filters offered by TIOB are 1.0 and .50 pre's, and .45 final. Special order filters can require up to 4 weeks for delivery.

A CO<sub>2</sub> level above 1400 parts per million can slow down the filling speeds due to fill height issues. Once your wine has gone through the bottle ready filtration process, no blending or additives of solids such as sweeteners should be added if final sterile filtration is required. This will inherently cause the plugging of filters which can be very expensive and slow down the daily case count.



The Winery-designated representative is responsible for verifying proper sanitation of filters and filling equipment, and the integrity testing of filter membranes.

### ***Wine Pump, Hoses & Fittings***

TIOB's mobile lines use a Waukesha 30 pump. We provide 100 ft. of wine hose fitted with 1-1/2 inch tri-clover fittings. The Winery must provide any adapters necessary to connect to TIOB's pump and hoses. Any additional hoses needed must be provided by the Winery. The Winery is responsible for sanitizing the pump and hoses 30 minutes prior to the start of bottling.

### ***Staff***

The Winery is to designate one person responsible for decisions regarding bottling, quality control and bottling approvals, who shall be available at all times during bottling. The packers provided by Winery are responsible for monitoring overall package appearance and communicating any problems to the TIOB crew.

The Winery is to provide at least eight to ten (8-10) experienced personnel, depending on the line used, which are able to perform physically demanding work. Minimum personnel requirements are as follows:

- Dump Glass - One person for all Lines
- Foil Application – Two people for Lines 1 or 3; none for Line 2 or 4
- Packers - Two people for Lines 1, 3 or 4; three people for Line 2
- Case Label or Date Stamp – One person for all Lines
- Palletizing - Two people for all Lines to stack and wrap pallets
- Forklift - One person to operate forklift

### ***Nitrogen***

In order to facilitate adequate bottle sparging, TIOB requires the Winery to provide one liquid nitrogen dwyer per 1500-2000 cases. If bottling less than 1500 cases, cylinders may be used, approximately 300 cases per bottle. See examples below.

- 1) Dwyer on wheels is typically used @ 350lbs and holds 5500 cubic feet and should average under normal circumstances in the range of 1500 to 2000 cases.
- 2) Dwyer without wheels is typically rated @250lbs and holds 3600 cubic feet and should average between 1000 and 1300 cases.
- 3) Cylinder/Canister holds 255 cubic feet and should average between 100 and 300 cases.

### ***Fill Height***

The Winery must approve a fill point during TIOB's set up (typically the day before bottling). TIOB is not responsible for establishing the legal fill point. In order to achieve negative vacuum, when using a cork closure, a 12mm space is required between the corks and fill height.

### ***Packaging Materials & Supplies***

All packaging materials and supplies should be on the Winery's premises prior to TIOB's arrival and be in good useable condition. TIOB is not responsible for any packaging materials that are substandard, unclean or otherwise out of specifications. TIOB **does not** warrant that the wineries



supplied materials will work on their bottling lines unless the materials were tested and approved by TIOB 2 weeks prior to the bottling date. The Winery is responsible for cleanliness of glass. Use of recycled glass is not permissible due to the inconsistencies encountered from various manufacturers' molds. A rubber date stamp will need to be provided by the Winery for date stamping of cases and extra face labels for case labeling, if case labels are not purchased from TIOB.

### **Labels**

TIOB currently uses Impresstik pressure sensitive labelers with the ability to apply one or two webs. Our pressure sensitive labelers require an outside number 3 or 4 unwind, depending on the line, wound on a 3-inch core. We require a maximum outside diameter of 11 inches for Lines 1 or 3, and 14 inches for Line 2. Also, unless pre-approved by TIOB, we require one of two types of liners for your labels. Either PK44 or Clear Poly liners can be used. We do not warrant the use of SCK liner or clear label packages, unless testing has been proven a least two weeks prior to bottling. Please submit label samples to TIOB 30 days prior to the proposed bottling dates, as well as submit fully dressed "dummies" for proper label placement. Labels will be applied as close to specifications as possible, however a 2-millimeter variance should be expected occasionally due to imperfections in glass and/or labels. We require at least a 20mm space/gap between face and back labels. The total space must equal 40mm or greater. Downtime due to rewinding of labels or web breaks will be charged back to the winery at current hourly rates.

### **Glass**

TIOB requires Winery to provide glass specifications at least 2 weeks prior to the scheduled bottling date. Please use our "Bottling Work Sheet", or email/fax with the following information: supplier, diameter at the bottom of glass for straight glass, diameter at the bottom and shoulder for tapered glass, height, and mold numbers. Please note that our maximum height is 14 inches for cork closures.

### **Glass Size Changes**

750ml glass and wine changes can take between 30 to 90 minutes depending upon the number of change parts that need to be changed or adjusted. When changing from 750ml to another size, (375ml, 1.0L or 1.5L) we need to allow 1-2 hours for a complete line change over.

### **Quality Control**

TIOB's technicians are constantly monitoring equipment functions and packaging materials to insure overall package quality; however, the Winery's designated representative is responsible for insuring the overall quality control of the wines and packaging. The Winery's designated representative is responsible for providing for and insuring the monitoring of O<sub>2</sub>, SO<sub>2</sub>, DO, fill height, cork insertion, vacuum levels, proper label placement, overall package quality and accuracy in a timely manner and on a regular basis. In the event of a problem, the Winery's designated representative is responsible for immediately communicating the situation to TIOB's staff. We believe that quality control is everyone's job and ask that the Winery's designated representative please reinforce this belief by communicating the standards of quality to the Winery's bottling staff prior to start up.



### ***Library Wines***

TIOB will withhold a minimum of 2 samples of each wine bottled depending on lot size. For lot sizes of 200 cases or less 2 samples will be retained, one at the beginning and one at the end of the bottling run. Over 200 cases, we will retain an average of one bottle per hour of bottling. These retained samples will be clearly marked with the date and time, and are for quality assurance purposes. We will dispose of the sample after two years. These samples are the property of TIOB, and will not be returned. We will not retain any samples for label only projects.

### ***Hourly Rates***

TIOB will impose an hourly rate for downtimes due to Winery-related problems. This includes packaging materials not being provided on time, improper wine filtration, shortage of labor, or any other reason regarding Winery operations, as they affect the bottling process. In return, TIOB will reimburse the Winery for labor expenses incurred by the Winery due to downtime caused by TIOB's equipment failure or personnel. TIOB will reimburse the Winery only for bottling staff at a rate of not more than \$15.00 per hour with a maximum of four (4) hours. Hourly rates will also be imposed if line speeds are reduced to less than 200 cases per hour due to package or Winery personnel.

### ***Bottling Start Time***

Unless otherwise agreed upon bottling should begin at 8:00 am. The TIOB crew needs winery access and materials by 6:00 am, for sterilization and set-up.

### ***Payment***

Full payment is due upon completion of job, unless otherwise agreed upon in advance.

### ***Authority of TIOB Technicians***

Winery acknowledges that TIOB technicians assigned to oversee the provision of mobile bottling services are neither winemakers nor chemists. TIOB technicians are not authorized by TIOB to provide Winery with any advice, consulting, or information regarding any aspect of winemaking.

Winery agrees to indemnify, defend and hold harmless TIOB, its managers, members, officers, directors, employees, counsel, agents, representatives, successors and assigns from and against any and all claims, losses, liens, demands, damages, liabilities, costs, obligations, causes of action, suits and/or costs of investigations, penalties or expenses, including reasonable attorney's fees, caused by or arising out of any reliance by Winery or any third party, on any advice, consulting, or information obtained from TIOB technicians during the provision of services under this Project Agreement.

### ***Acceptance of General Terms and Conditions***

The General Terms and Conditions, signed separately by the Parties, is incorporated herein by reference and expressly made a part of this Project Agreement as though fully set forth herein. *All services performed by TIOB and agreements with TIOB are subject to these General Terms and Conditions.*



**Time**

Time is of the essence in the performance of the Parties' respective obligations under this Project Agreement.

**Entirety of Contract.** This Project Agreement along with the General Terms and Conditions and the Mobile Bottling Contract executed by the Winery and TIOB constitute the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

**Interpretation**

The subject headings of the paragraphs and subparagraphs of this Project Agreement are for convenience and reference only and are not intended to give notice of all of the matter in the articles following such headings. Said headings do not constitute any part of this Project Agreement and are not to be considered in its interpretation.

**Warranty of Authority**

Each person signing this Project Agreement on behalf of an entity warrants he/she has the power and authority to execute this Project Agreement on behalf of that entity on all the specifications, requirements, terms and conditions set forth herein.

IN WITNESS THEREOF, the Parties hereto have executed and approved this Project Agreement on the dates below their signatures.

**Top It Off Bottling, LLC**

**Winery**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_  
(Name and Title)

Print: \_\_\_\_\_  
(Name and Title)

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

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