

TOP IT OFF BOTTLING

CUSTOM BLENDING & BOTTLING

Facility Bottling Specifications and Requirements

These Specifications and Requirements for Facility 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."

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.*

Wines

Wines must be free of gross lees upon arrival at TIOB. Upon reception, bulk wines shall be analyzed for VA, TA, pH, MA, LA, Glu/Fru, Alc., and free and total SO₂. This data will be transmitted to Winery as soon as it is available. Any additional lab work requested by Winery will be billed at market rates. TIOB requires all blending and addition instructions to be supplied in written form and Winery shall be solely responsible for ensuring compliance with all State and Federal laws regarding blending.

A CO₂ 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 and if any additional filters are required the Winery will be charged at market rates.

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 designated person is to inform TIOB staff of quality expectations.

Fill Height

The Winery's designated person must approve a fill point during TIOB's set up. 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 TIOB's premises 3 days prior to scheduled bottling date. TIOB is not responsible for any packaging materials that are substandard, unclean or otherwise out of specifications. TIOB **does not** warrant that the Winery's supplied materials will work on its bottling line 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. TIOB includes the cost of a case label in the per case cost, however if Winery wishes to supply a case label the label must include the information required by the TTB.



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 unwind or off right, wound on a 3-inch core. We require a maximum outside diameter of 11 inches. Also, unless pre-approved by TIOB, we require either PK44 or Clear Poly liners. TIOB does not warrant the use of SCK liner or clear label packages, unless testing has been proven at 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. TIOB requires 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 Order", 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.

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 approving O₂, SO₂, 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 TIOB 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 packaging or wine related problems. This includes packaging materials not being provided on time, improper wine filtration, or any other reason regarding Winery operations, as they affect the bottling process.



Payment

Full payment is due upon completion of job and prior to shipment of any finished product, unless otherwise agreed upon in advance. All taxes, if owed must be paid prior to any product leaving our facility regardless of terms. No product will be shipped tax paid without prior payment.

Authority of TIOB Technicians

Winery acknowledges that TIOB technicians assigned to oversee the provision of 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.

Safety

If Winery permits its employees, agents, customers or invitees into the TIOB Facility, Winery shall be solely responsible for their site safety. Winery hereby releases TIOB from any and all liability for personal injury or property damages to Winery or Winery's employees, agents, customers, or invitees or their property, whether such damage is to persons or tangible or intangible property that occurred at the TIOB Facility and premises.

Security

Winery hereby presently grants to TIOB a security interest, pursuant to applicable law, including, but not limited to, the California Commercial Code, in and to all the grapes and resultant wine, including, but not limited to, all juice, bulk wine, bottled wine, and packaged wine, including, but not limited to: containers, bottling and packaging materials or unpackaged wine made there from (hereafter collectively called "collateral"), in order to secure payment of the charges set forth in Facility Bottling Contract. This security interest will be released, at Winery's request, upon Winery's full payment of all sums due to TIOB. Winery hereby grants this security interest to TIOB to secure payment of any and all sums owing to TIOB under this or any other agreement.

Removal of Wine

Winery's wine may be removed by Winery during normal business hours, after 72 hours' scheduled notice by Winery, provided payment has been made in good funds on all sums due to TIOB. Each truck used by Winery to transport bulk wine shall be weighed on a certified weigh master's scale and the actual gallons will be computed from the net weight based on the specific gravity of the wine. Each BOL for bulk wine must include wine ingredients, the varietal and vintage percentage, the percent appellation, and vineyard designation if appropriate.

Wine Shrinkage

The Parties understand and acknowledge that the winemaking process necessarily results in normal shrinkage or losses from racking, filtrations, fining and evaporation and TIOB shall not be



responsible for such occurrences excepting shrinkage resulting from an intentional breach of this Project Agreement or intentional misconduct.

Treatment of Unfiltered Wine

If Winery elects to bottle wines unfiltered, Winery acknowledges that TIOB cannot be held liable for any issues arising out of bottling unfiltered wines, including but not limited to microbiological contamination or re-fermentation in the bottle.

Limited Warranties

The winemaking process necessarily contains substantial areas of personal taste and judgment that can lead to substantial disagreement regarding quality of the wines produced. Winery understands and agrees that TIOB cannot and does not provide any warranties under this Project Agreement, including, but not limited to, express or implied warranties, warranties of merchantability, warranties of fitness, or purpose, concerning the quality or character of the wine produced for Winery. TIOB shall not be responsible in any way for any alleged defect in or damage to Winery's grapes or wine or the consequences thereof. IN NO EVENT SHALL TIOB BE RESPONSIBLE TO WINERY FOR ANY CONSEQUENTIAL DAMAGES INVOLVING WINERY'S GRAPES OR WINE.

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 Facility 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.

Binding Agreement

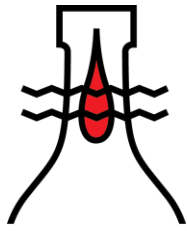
This Project Agreement shall bind and benefit the representative heirs, assigns and successors in interest of each of the parties.

Severability

If any provision of this Project Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

Interpretation

The subject headings of the paragraphs 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.



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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: _____