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### **Specifications and Requirements (Line 3)**

#### **Access:**

Ultima Mobile Bottling's Line # 3 is housed in a 53-foot-long trailer. We require enough space to maneuver our tractor-trailer and a flat level area approximately 85 feet long, 12 feet wide and 15 feet high to set up and bottle. In most cases, we will survey the winery to determine if the line can fit prior to bottling.

#### **Electrical:**

Ultima Mobile Bottling requires a dedicated circuit of either a 60-amp 3 phase 208 or 230-volt service or a 30-amp 3 phase 460-volt service. (check one)

- 208 or 230-volt 3 phase \_\_\_\_\_ Amp
- 460-volt 3 phase \_\_\_\_\_ Amp

Power must be located within one hundred feet of the bottling site. For first time bottlings, please send us the part number and a picture of the plug prior to bottling to ensure that the proper equipment is available to connect to power.

#### **Water:**

Ultima requires clean, potable water supplied with a minimum of 30psi and 10gpm.

#### **Facilities:**

Ultima requires that the winery offers an onsite restroom with quality hand washing area. If there is not a bathroom on site, please have a mobile bathroom available at the time of bottling.

#### **Wines:**

Wines should be bottle ready upon arrival of the line. This includes polish or sterile filtration of wine if needed. Pad filtration in line to the line is not permissible. Wines should be at least **58** degrees Fahrenheit to ensure proper filling and to prevent condensation. Line 3 uses 3 30-inch code pre filters and 3 30-inch code final filters. Filters can either be purchased by the winery at market rates or the winery may choose to use Ultima's filters at a fee of \$350.00 a day. Ultima offers 0.45-micron final filters, 0.50-micron pre-filters and a 10-micron stainless steel "bug catcher". Special order filters require a 4-week lead time for delivery. The winery designated representative is responsible for verifying proper sanitation of filters and filling equipment and integrity testing of filter membranes.

#### **Wine hoses and fittings:**

Line 3 uses and Waukesha Model 30 pump and the winery is responsible for supplying enough hoses to connect to the line. The winery is responsible for sanitation of the pumps and hoses no later than 30 minutes prior to bottling.

#### **Staff:**

The winery is to designate one individual responsible for any decisions regarding bottling, quality control and bottling approvals. This person is responsible for wine hose sanitation and bringing wine and supplies into the truck. The winery is to provide **9** personnel able to perform physically demanding labor in the back of the truck. Ultima can supply labor when bottling in Sonoma or Napa counties for an additional fee. (UMB cannot supply a forklift or a forklift operator.)

- 2 Staff members for dumping glass
- 3 staff members for QC and packing cases
- 2 staff members for palletizing
- 1 staff member for wrapping completed pallets
- The winery must supply a qualified and capable forklift driver to keep up with bottling

**Nitrogen:**

To facilitate adequate bottle sparging, line 3 requires the winery to provide 1 Large, high pressure liquid nitrogen Dewar per 1500 cases to be bottled.

**Nitrogen and Screwcaps:**

Line 3 utilizes an optional liquid Nitrogen drop system when applying screwcaps. One low pressure (22psi) nitrogen Dewar is required in addition to Dewar required for sparging per 3000 cases bottled with Nitrogen drop system.

**Fill Height:**

The winery must approve a fill point prior to the start of the bottling run. The fill point should be within government standards.

**Packaging Materials and Supplies:**

All packaging materials and supplies should be on the winery premises prior to line 3's arrival and be in good usable condition. The winery is responsible for cleanliness of glass and integrity of the cases. Case labels can be supplied by Ultima at an additional charge upon request in advance. Please contact us at least 2 weeks prior to bottling to ensure we can get your case labels printed. Ultima is not responsible for any packaging materials that are substandard, unclean or otherwise out of specification.

**Labels:**

Line 3 uses an Impresstik R6-4000-EC pressure sensitive labeler. Pressure sensitive labels are outside wind, left off (wind #4) with a 3-inch core diameter and maximum outside diameter of 11.8 inches. The winery is responsible for supplying a sample bottle or other means of determining label placement prior to the start of the bottling. A 2 mm variance should be allowed due to imperfections with glass and/or labels.

**Quality Control:**

Line 3's technicians are constantly monitoring equipment functions and packaging materials to ensure overall package quality. However, the winery designated representative is responsible for ensuring the overall quality control of the wines and packaging. The winery designated representative is responsible for providing for and ensuring the monitoring of O<sub>2</sub>, SO<sub>2</sub>, fill height, cork insertion, vacuum levels, proper label placement and overall package quality and accuracy on a timely and regular basis. In the event of a problem, the winery designated representative is responsible for immediately communicating the situation to the line lead(s) onsite. We believe that QC is everyone's job and ask that the winery designated representative please reinforce this belief by communicating the standards of quality to the winery's bottling staff prior to start up.

**Library Wines:**

Ultima will withhold one bottle at the start of every lot and one bottle every hour after the start of the lot for quality assurance purposes.

**Hourly Rate:**

Ultima will impose an hourly rate for downtime due to winery-related problems. This includes packaging materials not being ready on time, improper wine filtration, shortage of labor or any other reason regarding winery operations as they affect the bottling process. Hourly rates will be imposed if line speeds are reduced to less than 350 cases per hour due to package or personnel.

**Overtime Rate:**

Ultima acknowledges the potential for customers to request services beyond the standard 8-hour bottling day and will apply an overtime rate to work performed outside the standard hours of 8:00 am to 4:30 pm, including breaks. The overtime rate is applicable to additional time worked, and Ultima prioritizes clear communication to inform customers of associated costs. The company reserves the right to periodically review and update the overtime rate to align with business needs and market standards. For inquiries or clarification on the overtime rate, customers are encouraged to contact us for assistance.

**Schedule Changes and/or Cancellation:**

Ultima requests notice of changes in scheduling 60 days prior to scheduled bottling dates. If cancellation or reduced bottling time is received less than 60 days in advance a 25% of scheduled revenues will be assessed, less than 30-day notice – 50% of scheduled revenues will be assessed, less than 15-day notice – 75% of scheduled revenues will be assessed, less than 7 days' notice 100% of scheduled revenues will be assessed.

**Terms of Liability**

Ultima Mobile Bottling Inc. disclaims responsibility for the final bottled products. The Customer agrees to absolve, defend, and hold Ultima Mobile Bottling Inc., its officers, and employees harmless from all claims or actions, and associated expenses, arising from loss, damage, or injury to bottled products or persons not affiliated with Ultima’s employees directly connected to or arising from the operations conducted herein. This encompasses all claims, losses, injuries, or damages.

**Risk of Loss**

Ultima Mobile Bottling, Inc. will not insure the Client’s wine against loss, damage, or destruction from any cause and will not be accountable for such loss or damage. The Client acknowledges that Ultima Mobile Bottling, Inc. equipment may operate 24 hours a day without continuous attendance by Ultima Mobile Bottling, Inc. personnel. The risk of loss, damage, or destruction remains with the Client, whether or not Ultima Mobile Bottling, Inc. personnel are present. The absence of continuous attendance by Ultima Mobile Bottling, Inc. personnel is not, by itself, considered a cause of loss, damage, or destruction.

The Client is responsible for obtaining or shall obtain, at their expense, any desired insurance for the wine processed under this Agreement. Loss, damage, or destruction of wine due to equipment failure provided by the Client is solely at the Client’s risk and expense. Ultima Mobile Bottling, Inc. has no duty to approve, maintain, or inspect such equipment.

**Liability/Indemnification**

Except as otherwise stipulated in this Agreement, the Client agrees to indemnify and hold Ultima Mobile Bottling, Inc. harmless against all claims, damages, losses, liability, or expenses, including legal fees, arising from Ultima Mobile Bottling, Inc.’s processing of the Client’s wine.

**Credit Card Payment Processing Fees**

Effective 1/1/2024, a 3% credit card processing fee will be applied to all transactions made using credit cards. This fee is necessary to cover the costs associated with credit card transactions.

**Payment Terms**

Effective 1/1/2024, invoices for Ultima Mobile Bottling, Inc. are due within 30 days upon receipt, unless other terms are defined between Ultima Mobile Bottling, Inc. and the client. Any payments received more than 30 days late will incur a 1.5% late fee for each subsequent 30-day period.

Ultima Mobile Bottling, Inc. may require a deposit from clients with a history of payment issues or as determined by UMBI. The deposit amount will be communicated to the client, held by UMBI, and applied against outstanding invoices. UMBI reserves the right to review and modify deposit requirements as needed.

**Insurance**

The customer must provide, at least 7 days before commencing operations under this contract, a certificate of insurance from an acceptable insurance carrier to Ultima for statutory workman’s compensation insurance (pertaining only to personnel supplied by the customer) for the contract period.

**\*By signing this document, the undersigned agrees to all the terms and conditions listed above.**

Winery Name:	Date:
Accepted By:	Title:

Signature: \_\_\_\_\_