

Total Glass limited: Trading Application Form - Terms of Guarantee:

1. In consideration of the Company agreeing to provide the Customer with Goods and Services pursuant to the provisions specified in Section 2 of this Trading Application Form below, the Guarantor (as defined below) hereby agrees to guarantee the Customer's Liabilities (as defined below) in accordance with the provisions set out below.

2. In these Terms of Guarantee, the following terms shall have the following meanings: "Customer's Liabilities" shall mean all money and liabilities of whatever nature now or at any time in the future due, owing or incurred from or by the Customer to the Company (whether or not jointly with anyone else); "Expenses" shall mean all losses, costs and expenses (including legal and out-of-pocket expenses and any valued added tax on those costs and expenses) incurred by the Company at any time in connection with the Customer's Liabilities, these terms and conditions or in preserving, defending or enforcing this clause 15; "Guarantor" means that person (or persons) named above in this Section 1 of the Trading Application Form; "Interest" means interest at the rate of 5% above the base rate of the Bank of England from time to time which shall accrue on a day-to-day basis calculated by the Company upon such terms as the Company may from time to time determine; and "Rights" shall mean any security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise. The provisions of clauses 1, 19.1 and 19.3 of the Terms and Conditions of Total Glass Limited (as attached) shall be incorporate into these Terms of Guarantee.

3. The Guarantor hereby covenants and agrees:

(a) to guarantee to pay, in full and without set-off or counterclaim, the Customer's Liabilities to the Company on demand, together with Interest from the date of demand; and

(b) to pay on demand to the Company, as principle debtor by way of indemnity, any item or amount which the Company claims to be included in the Customer's Liabilities, together with any Expenses, but which is not recoverable from the Guarantor on the basis of the guarantee given in sub-clause (a) above.

4. The Guarantor hereby represents and warrants that:

(a) it has the capacity to perform his or her obligations under these Terms of Guarantee;

(b) the Guarantor is not by reason of illness or incapacity (whether mental or physical), incapable of managing his or her own affairs;

(c) these Terms of Guarantee do not and will not contravene any agreement or instrument binding on the Guarantor or the Guarantor's assets; and

(d) the Guarantor has not suspended, or threatened to suspend, payment of his or her debts, is not unable to pay his or her debts as they fall due, has not admitted inability to pay his or her debts and is not deemed either unable to pay his or her debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

5. The obligations under these Terms of Guarantee are personal and continuing and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account.

6. The Guarantor agrees that:

(a) the guarantee and indemnity given by the Guarantor is additional to and independent of any other guarantee or security and will not be affected by the same;

(b) the Company may demand payment under these Terms of Guarantee without making demand or taking any other legal action against the Customer or any other surety or guarantor of the Customer;

(c) the Company may without notice to the Guarantor and without consent (i) grant the Customer a new or increased credit facility; and (ii) deal or not deal with any right it might have against the Customer, in each case the Guarantor's liability to the Company under these Terms of Guarantee will not be released or reduced; and

(d) the Guarantor's obligations will not be affected by: (i) any variation, release or waiver of the Customer's Liabilities; (ii) the Customer's Liabilities reducing to nil or fluctuating; (iii) the Customer being wound-up or entering into any insolvency proceedings or reconstruction; (iv) death, bankruptcy or mental incapacity; (v) any grant of time, indulgence, waiver or concession to the Company; or (vi) anything else which might otherwise discharge the guarantee given by the Guarantor under these Terms of Guarantee.

7. The Guarantor undertakes that he or she has not taken or received and shall not take, exercise or receive the benefit of any Rights from or against the Customer, its liquidator, an administrator or any other person in connection with any payment by the Guarantor under these Terms of Guarantee.

8. The Company may:

(a) place to the credit of a suspense account any monies received under or in connection with these Terms of Guarantee in order to preserve the rights of the Company to prove for the full amount of all its claims against the Customer or any other person in respect of the Customer's Liabilities; and

(b) at any time and from time to time apply all or any monies held in any suspense account in or towards satisfaction of the Customer's Liabilities as the Guarantor, in its absolute discretion, may conclusively determine.

Signed

[signature of the Guarantor]

Date