Stoko B.V.

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To:
End Buyer / Buyer's Mandate
End Seller / Seller's Mandate

Refund Assurance Policy

This document serves as formal confirmation of our refund policy in the event that the Seller fails to deliver petroleum products to our leased storage tanks at STOKO B.V.

1. Delivery Commitment
The Seller is contractually bound to deliver the specified petroleum products—compliant with the agreed grade, volume, and technical specifications—to the Buyer's nominated storage facility by the delivery date mutually stipulated in the agreement.

2. Conditions of Non-Delivery
Should the Seller fail to fulfill the delivery as agreed, whether through:

Total failure to deliver the product,

Unauthorized partial delivery,

Delivery to an incorrect or unapproved facility,

the Buyer retains the right to:

Terminate the agreement in whole or in part, and

Request an immediate, full reimbursement of all sums previously paid.

3. Reimbursement Terms
Upon verified confirmation of non-delivery, the following terms shall apply:

We are required to refund 100% of all payments made, including deposits or advance payments.

The refund must be processed within 5 to 10 business days from the date of receiving official written notification from the Buyer.

4. Verification of Non-Delivery
To substantiate claims of non-delivery, the Buyer shall provide one or more of the following as documentary proof:

A formal statement from the storage terminal operator confirming non-receipt,

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Delivery logs clearly showing no product was received,

Updated tank inventory records reflecting zero delivery,

Independent third-party inspection reports, if applicable.

5. Additional Compensation
Should the failure to deliver result in direct financial or operational losses—such as demurrage charges, missed resale opportunities, or emergency procurement expenses—the Seller may be held responsible for compensating the Buyer, as outlined in the primary contract.

6. Resolution of Disputes
In case of a disagreement concerning the status of delivery:

Both parties agree to act in good faith and collaborate to resolve the issue expeditiously.

If a mutual resolution cannot be reached, the dispute shall be settled under the jurisdiction and legal framework defined in the master sales agreement.

