Initial assessment

Supplier non-delivery / Decision summary

This fictional example shows the structure of an assessment. It is not a client case, a fee quote or advice on a specific matter.

01 Your objective

An overseas buyer has paid a USD 60,000 deposit to a Zhejiang supplier. Delivery is overdue. The buyer wants a refund and needs to decide whether further recovery work is worth the cost.

Assumed materials: the supply contract, a payment record and selected emails, discussed with the buyer. No independent asset search or contact with the supplier is included in this example.

02 What we understand so far

Materials indicate
Payment was made and the agreed delivery date has passed. The correspondence records requests for delivery or a refund.

Still to establish
The supplier's response, any agreed extensions, the basis for a refund, the correct respondent, relevant deadlines and available assets.

03 Our preliminary view

The documents support further review of the claim, but do not establish the likely recovery. Confirm the contractual position and the supplier's ability to pay before committing to substantial proceedings costs.

04 Options, costs and obstacles

Possible route	What may stand in the way	Cost considerations
Seek a negotiated refund Confirm the claim and, if authorised, put a focused proposal to the supplier.	The supplier may dispute liability or delay. A repayment promise still needs to be performed.	Defined negotiation work; any further review agreed separately.
Assess formal recovery Review the dispute clause, evidence and asset information to identify the appropriate route.	The forum, time needed and recoverable assets remain uncertain. A favourable decision may not produce payment.	Separate stage budget for legal work, procedure fees, translation and any asset-related measures.
Limit further expenditure Fill the key information gaps before authorising a larger commitment.	A pause must account for relevant deadlines; specify when the position will be reviewed.	A capped review scope, agreed before work begins.

Separate the assessment fee, later legal work and third-party expenses. Compare what may actually be received with the total costs, including enforcement. This example supplies no fee quotation or recovery estimate.

05 Our recommended next step

First reconcile the delivery and payment timeline, review the dispute clause and clarify the supplier's position. Then discuss a bounded negotiation step alongside the cost of formal recovery, with deadlines checked before any pause.

What could change this view: Evidence of asset dissipation, an approaching deadline or a substantive defence could change the sequence and urgency.

06 Decisions needed from you

1. Confirm whether a refund or eventual delivery is the priority.
2. Approve a budget and scope for the next stage.
3. Decide whether to authorise contact with the supplier.
4. Identify settlement terms management would consider.

An assessment does not itself authorise negotiations or proceedings. Further work requires a separate agreement on scope and fees.