

Austeel Trading Pty Ltd  
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8 May 2026

**Director, Investigations 3  
Anti-Dumping Commission**

BY EMAIL: investigations3@adcommission.gov.au

Dear Director,

**Continuation Inquiry 689 – Precision Pipe & Tube (PP&T) from China and Korea**

Austeel Trading Pty Ltd (**Austeel Trading**) makes this submission in response to the *Verification File Note* issued in Continuation Inquiry 689 (**INQ 689**).

**1. Austeel Trading contests the verification team's finding that 'Austeel Trading is not the importer of the goods.'**

According to the Anti-Dumping Commission's (**commission**) *Dumping and Subsidy Manual* (December 2021) (the **Manual**), the definition of 'importer' in subsection 269T(1)<sup>1</sup> is '*...the beneficial owner of the goods at the time of their arrival within the limits of the port or airport in Australia at which they have landed*'. The verification team has found that the beneficial owner of the goods '*appears to be Austube Mills Pty Ltd (ATM), a related party of Austeel Trading*'. Austeel Trading contests this finding and submits that Austube Mills Pty Ltd (**ATM**) is not, and has never been, the beneficial owner of the goods.

Austeel Trading controlled the vast majority of the importation process and was entitled to the benefits associated with ownership of the goods, in particular, control over delivery and title, which it later disposed for consideration. As outlined in Austeel Trading's *Response to Importer Questionnaire (RIQ)*, any steps in the importation process not directly undertaken by Austeel Trading were undertaken by its customs agent, [REDACTED] [name], on behalf of Austeel Trading, these included,

- lodgement of import declarations;
- payment of certain importation costs (which were later reimbursed); and
- transportation of the goods from the port to the customer or warehouse.

It is normal industry practice for these activities to be performed by an importer's agent and appointed representative, and does not alter the identity of the importer or beneficial owner.

The beneficial owner is the entity entitled to all benefits associated with ownership of the goods. Austeel Trading submits that ATM does not receive the benefits associated with the ownership of

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<sup>1</sup> Statutory references are to the *Customs Act 1901*, unless otherwise specified.

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the goods. Those benefits, including commercial risk, reward, and proceeds of sale, are received by Austeel Trading.

The commission raised questions via email on 23 March 2026 regarding ATM being noted as the customer in worksheet 'Confidential Attachment 1 (Income Turnover Sales July 24 to Jun 25).' As advised to the Commission on that date, this arose from a formula error when preparing the Excel worksheet, which was rectified and resubmitted on 23 March 2026.

The commission also queried Inland Freight Invoices for five shipments addressed to ATM. Austeel Trading explained on 23 March 2026 that this was an administrative error by the freight provider. Further evidence was provided on 26 March 2026 confirming that the freight was booked by [redacted] [name – customs broker/agent] on behalf of Austeel Trading, not ATM.

On 26 March 2026, Austeel Trading also provided evidence showing that all invoices associated with the importation of the goods are paid for by Austeel Trading. While the invoices were initially processed by [redacted] the full costs are subsequently [redacted] [internal treasury function]. This reflects internal administrative processes only and does not indicate ownership status.

Having regard to the entirety of the commercial arrangements, Austeel Trading submits that ATM cannot be the importer or beneficial owner of the goods. The importer, as defined in subsection 269T(1), is Austeel Trading.

## 2. There are errors in the verification team's *File Note* (for Austeel Trading)

Below is an extract from page 3 of the *Verification File Note*, relating to the following finding:

Finding 5: Austeel Trading's purchases of like goods from China are not arms length.

### Extract from file note:

The commission examined the price-setting evidence between Dalian Steelforce and ATM (via Austeel Trading) and found that:

- the monthly price-setting emails between Dalian Steelforce and ATM quoted an FOB price for the goods that was materially higher than the FOB price on the Dalian Steelforce invoice.
- the Dalian Steelforce FOB invoice price was immaterially different to the price in ATM's ordering system, which demonstrated that there was no price variation per product per order during the inquiry period and for forward orders (after the inquiry period).

Austeel Trading strongly contests the above findings.

### 2.1. Alleged discrepancy between invoices and monthly price-setting emails

The assertion that the FOB prices shown on Dalian Steelforce invoices differ from those agreed in the monthly price-setting emails is factually incorrect.

The FOB prices stated on the invoices are identical to those agreed in the monthly price-setting correspondence. Austeel Trading believes the Commission has misinterpreted either the invoices or the pricing emails.

To demonstrate this, Austeel Trading has provided the following extracts:

- Extract 1: Dalian Steelforce invoice no. [redacted] [identified] dated [redacted] [date], which clearly sets out the unit FOB prices for multiple Precision Pipe and Tube products.

[redacted]

- Extract 2: The corresponding monthly price-setting emails showing the agreed FOB prices for the same products.

[redacted]

The prices across these two sources have been colour-coded to clearly demonstrate that they are the same. There is a direct one-to-one correlation between the invoice prices and the agreed monthly prices, with no discrepancy. This alignment is consistent across all invoices reviewed. Accordingly, there is no basis for any finding that invoice prices differ from, or are materially lower than, the prices agreed through the monthly price-setting process.

## 2.2. Alleged absence of price variation during and after the inquiry period

Austeel Trading also strongly contests the finding that there was *'no price variation per product per order during the inquiry period and for forward orders'*.

This conclusion is inconsistent with the evidence on the record. As shown in the extracts referenced above, prices clearly vary across different products. The existence of product-specific price differentiation directly contradicts the verification team's conclusion that there is *'no price variation per product'*.

Further, Austeel Trading reiterates evidence previously provided during verification, that, the price recorded in the *'ATM ordering system'*<sup>2</sup> is a nominal price only. It does not represent the actual transaction value paid for the goods and is not intended to function as a true commercial price. At verification it was explained to the verification team that the nominal price in the system is set at an "item" level, and so when there are orders in the system it will allocate this nominal price. Due to the price varying over time for the same item, it cannot be changed to be specific for each order (otherwise if the price of the item was change it would change all forward orders regardless of the price at the time of order). This is a limitation in the system, but certainly does not affect the final settled price paid by the customer to Austeel Trading.

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<sup>2</sup> Reference to an ATM ordering system is of the verification team's own construction given that it concluded that ATM was the importer. The ordering system demonstrated to the verification team was an "Austeel Trading" system.

Austeel Trading is concerned that the verification team may have treated this nominal system price as the actual price paid for the goods. If so, this would explain the erroneous conclusion that there was no price variation over the inquiry period and for forward orders. Such an approach would be fundamentally flawed and inconsistent with the evidence provided and explained during verification.

Under no circumstances should the nominal 'system price' be relied upon as evidence of the actual pricing of the goods.

Austeel Trading requests that a corrigendum be published to the *Verification File Note* correcting the record on the question of price differences and settings. This is especially necessary in this case given that the verification team's errors have fuelled speculative media commentary.<sup>3</sup>

### **Conclusions**

Austeel Trading submits that the verification team has made material errors of fact in its assessment of the pricing evidence. These errors have directly misinformed their conclusion that Austeel Trading's purchases were not conducted at arm's length.

As the underlying findings are incorrect, the resulting non arm's length determination is flawed and cannot be sustained. Austeel Trading respectfully submits that the verification team's conclusions should be reconsidered in light of the correct interpretation of the evidence before it.

To discuss any aspect of this submission, please do not hesitate to contact your Austeel Trading contact on record.

FOR AND ON BEHALF OF

AN IMPORTER OF THE GOODS THE SUBJECT OF THIS INQUIRY

***Austeel Trading Pty Ltd***

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<sup>3</sup> See for example, J Durie, 'Kean Insight into Future', *The Weekend Australian*, 2 May 2026 at p. 40.