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The Director - Investigations
Anti-Dumping Commission
GPO Box 2013
Canberra ACT 2601

Case No. 699: Anti-dumping investigation concerning Titanium Dioxide exported from the People's Republic of China

Exporter: Anhui Gold Star Titanium Dioxide (Group) Co., Ltd. and related entities

Reference: Submission by Anhui Gold Star Titanium Dioxide (Group) Co., Ltd. and Anhui Gold Star Titanium Dioxide Trading Company Limited in response to Tronox's submission of 22 June 2026

Dear Director,

This submission is made on behalf of Anhui Gold Star Titanium Dioxide (Group) Co., Ltd. ("GS Group") and its related trading company, Anhui Gold Star Titanium Dioxide Trading Company Limited ("GS Trading") (collectively, "GS" ,"our group", or "our companies"), in response to the submission lodged by Tronox Limited ("Tronox") on 22 June 2026 concerning the determination of export price (the "Tronox GS Submission").

GS further notes that, on the same date, Tronox also lodged a separate submission addressed to the China National Coatings Industry Association ("CNIA") (the "Tronox CNIA Submission").

A side-by-side reading of the Tronox GS Submission and the Tronox CNIA Submission, both lodged by the same applicant on the same day, reveals starkly inconsistent positions and, on several key issues, mutually contradictory lines of reasoning. In GS's respectful submission, this inconsistency reflects Tronox's pursuit of its commercial objective to foreclose competition in the relevant market.

GS firmly contends and proposes that the export price should be determined in accordance with s. 269TAB(1)(c) of the Customs Act 1901 (the "Act") and Chapter 6.2 of the Anti-Dumping Commission's Dumping and Subsidy Manual (the "Manual"), being the FOB price received by

GS Trading from the first independent intermediary, [redacted text] [Company Name] ("[redacted text] [Short Name of the Company]" or "Intermediary A"), and strongly opposes the application of the "penalty constructed average price" methodology under s. 269TAB(3).

I. THE FIRST SALE BY GS TRADING FULLY SATISFIES THE STATUTORY REQUIREMENTS OF S. 269TAB(1)(c)

Tronox contends in its GS Submission that the non-participation of downstream independent parties has created a lack of "transparency" in the supply chain, thereby justifying the application of s. 269TAB(3). This argument fundamentally misconstrues the statutory hierarchy and evidentiary standards under Australian anti-dumping law.

A. Statutory Hierarchy: s. 269TAB(1)(c) Applies Mandatorily Before s. 269TAB(3)

Under the structure of s. 269TAB of the Act, the fallback provision in s. 269TAB(3) may only be invoked where the Minister is satisfied that sufficient information has not been furnished or is not available to enable the export price to be ascertained under the preceding subsections, including s. 269TAB(1)(c). This is a high threshold, not a discretionary alternative.

GS submitted complete, detailed and fully exporter questionnaire responses. With respect to the first external sale between GS Trading and [redacted text] [Company Name], GS has provided:
- complete contracts (evidencing Australia as the country of destination);
- sales communications (evidencing the sales channel and destination);
- bank remittance advices (evidencing the veracity and actual receipt of the sale price);
- invoices (evidencing the veracity of price and quantity); and
- freight invoices.

This information is genuine, complete and readily verifiable by the Commission. Should the Commission require any further information within the control of GS Group or GS Trading, our companies stand ready to provide it in full, so as to enable the Commission to determine the export price under s. 269TAB(1)(c) "having regard to all the circumstances of the exportation".

B. The First Sale Fully Satisfies the "Arm's Length" Standard Under s. 269TAA(1)

Tronox speculates without foundation that there may be secret rebates or non-price compensation embedded within the multi-tier chain, and asserts that the Commission cannot "positively satisfy itself" that the transaction is at arm's length. GS rejects this contention emphatically.

1. Pure speculation, reversing the burden of proof

Tronox has not adduced a single piece of prima facie evidence to demonstrate any price manipulation or non-arm's length arrangement between GS Trading and [redacted text] [Company

Name]. Under Australian administrative law, the Commission cannot displace the arm's length character of a facially legitimate commercial transaction on the basis of mere conjecture or unsupported suspicion from an applicant. Positive and objective evidence is required.

2. Objective facts demonstrate that the first sale is genuinely independent and at arm's length:
(a) No association: There is no cross-shareholding, common directorship or parent-subsidiary relationship between GS Group and [redacted text] [Company Name]. The two are completely independent commercial entities.

(b) [redacted text] [Commercial Sensitive Information] terms eliminate any post-shipment risk transfer: As demonstrated in GS's questionnaire responses, the contractual terms between GS Trading and [redacted text] [Company Name] provide for advance payment, with the full purchase price settled prior to loading. This direct settlement mechanism eliminates, *ab initio*, any possibility of subsequent interest compensation, credit risk allocation, or retrospective reimbursement claims arising from downstream resale losses.

II. THE FIRST SALE BY GS TRADING ALSO COMPLIES WITH CHAPTER 6.2 OF THE MANUAL

Tronox contends in the Tronox GS Submission that Chapter 6.2 of the Manual—which provides that "where an intermediary is involved, the export price will be the price received by that exporter when selling to the intermediary"—is applicable only to "single, transparent trading steps" and not to multi-jurisdictional chains. This restrictive interpretation of administrative guidance is entirely untenable for the following reasons.

A. Under s. 269TAB(1)(c), the Commissioner Has Full Discretion to Determine the Export Price

The export price in this case must be determined under s. 269TAB(1)(c), which expressly confers on the Minister (and the Commissioner as delegate) a broad discretion to determine the price "having regard to all the circumstances of the exportation". This discretion is at its widest precisely where the supply chain does not fit the s. 269TAB(1)(a) or (1)(b) templates — which is exactly the present case. As the *Full Federal Court observed in Pilkington (Australia) Ltd v Anti-Dumping Authority (1995) 56 FCR 424 (at 427–428)*, the identification of the exporter and the export price is a functional exercise to be undertaken in light of the parties' actual roles. As *Mullins Wheels Pty Ltd v Minister for Customs & Consumer Affairs [2000] 97 FCA 284 (at [297])* confirms, the Commissioner's factual findings on export price attract significant judicial deference.

B. The Manual is the Operative Framework by Which the Commissioner Exercises the 269TAB(1)(c) Discretion — Not "External" Guidance

Tronox submits that the Manual is "administrative guidance" and "does not displace" the statutory

tests in ss. 269TAA, 269TAB(1)(c) and 269TAB(3). This proposition is literally true but substantively irrelevant. The Manual is not in conflict with, nor does it purport to displace, the statute. The Manual is the Commissioner's published statement of how it will discharge the very statutory discretion that s. 269TAB(1)(c) confers.

Critically, the words "all the circumstances of the exportation" in s. 269TAB(1)(c) must be read to include the Commissioner's own published framework for evaluating those circumstances. To exclude the Manual from "all the circumstances" is to artificially amputate a substantial part of the circumstances that exist. As the Full Federal Court held in Pilkington, the Commissioner's task under the export price provisions is a functional one — and the Manual is the very instrument by which that function is performed.

Tronox's contention is also internally contradictory: if the Manual is irrelevant to the statutory question, then Tronox's own reliance on the so-called "ordinary intermediary case" framework (which is itself an artefact of Chapter 6.2) is equally untenable. Tronox cannot rely on the Manual selectively — invoking it against GS while denying it supports GS.

C. The Plain Text of Chapter 6.2 Contains No Limitation to a "Single, Visible, Proximate" Trading Step

Tronox asks the Commissioner to read into Chapter 6.2 words that are simply not there. The relevant passage of the Manual provides:

> *"Typically the manufacturer, as a principal, and who knowingly sent the goods for export to any destination, will be the exporter. The export price will be the price received by that producer/exporter i.e. the manufacturer. Where an intermediary is involved the export price, for the purposes of calculating a dumping or subsidy margin, will be the price received by that exporter when selling to the intermediary (even if the intermediary is in the same country as the exporter)."*

The expression "even if the intermediary is in the same country as the exporter" is conclusive. The drafter of the Manual was plainly alive to the possibility of complex supply structures, and expressly anticipated that the "intermediary" rule applies irrespective of geography. The Manual's silence on multi-tier chains is not a limitation — it is a recognition that the principles apply a fortiori as the chain lengthens. Each additional hop is, by definition, a further step away from the exportation and a further step into the importing country's resale market.

Nor can it be said that the Manual is silent on multi-tier chains. Chapter 6 expressly states: "*When the goods are produced they may pass through several parties on their way to Australia, some of whom may be vendors in a third country.*" That is precisely the structure of the present chain. Tronox's reading would render the Manual inapplicable to every modern supply chain that does not consist of a single transaction between producer and end-buyer. That construction is commercially absurd and cannot have been intended.

D. The Functions of [redacted text] [Company Name]'s HK affiliate and the US Customer are Irrelevant to the Export Price Under s. 269TAB(1)(c)

Tronox contends that the Commission cannot undertake the Manual's functional analysis because "the functions and remuneration of Intermediary A, Intermediary A-HK and the US Customer are unknown". This submission betrays a fundamental conceptual error. The export price is concerned with the value of the goods at the point of exportation; the downstream resale chain is irrelevant. The functions performed by [redacted text] [Company Name] HK and the US Customer — and whether they are "known" — have no bearing on the price at which the goods left the country of export.

The Manual's functional analysis is directed at identifying the exporter and the first intermediary in respect of the exportation, not at tracing every downstream reseller. Such a requirement would render Part XVB unworkable in any modern supply chain — a result the legislature cannot have intended.

If Tronox wishes to argue that the downstream sales are tainted, the proper targets are s. 269TAA(2) (sales at a loss in Australia) and the s. 269TAB(1)(b) deductive methodology — neither of which is in play here. The opacity of the downstream chain, if anything, confirms that no reliable arm's length resale price exists in Australia, with the consequence that the only candidate export price is the first arm's length price at the export end: the GS Trading → [redacted text] [Company Name] price.

E. The Purposive Interpretation of the Manual Supports the First-Sale Price Methodology

The Manual's preference for the first external sale price is precisely designed to exclude downstream mark-ups, international freight costs, independent trader profits and financing costs added at subsequent purely documentary stages. If Tronox's position were accepted — that the Commission should disregard GS Trading's actual sale price and instead look to the Australian end-user's landed cost or adopt a "step-construction" methodology — it would fundamentally distort the true FOB value of the subject goods at the point of export from China.

Tronox's position is, in substance, contrary to the purpose of Chapter 6.2: it would direct the Commissioner to focus on the import-country chain of mark-ups, rather than on the value of the goods at the point of export. The legislative purpose of Part XVB is to identify dumping at the export stage, not to penalise foreign exporters who happen to have complex — or even contrived — post-exportation arrangements.

Therefore, GS respectfully submits that the Commissioner should, in the exercise of the s. 269TAB(1)(c) discretion:

(i) have regard to Chapter 6.2 of the Manual as part of "all the circumstances of the exportation", and apply the rule that "the export price will be the price received by that

exporter when selling to the intermediary";

(ii) determine the export price in this case as the actual FOB price received by GS Trading from [redacted text] [Company Name], being the first arm's length price outside the related-party cluster;

(iii) reject Tronox's contention that Chapter 6.2 is inapplicable to multi-jurisdictional chains, and that the opacity of the downstream chain justifies departure from the first-sale price.

The Commissioner's discretion under s. 269TAB(1)(c) is broad. GS respectfully invites the Commissioner to exercise that discretion in a manner that gives effect to the text and purpose of Chapter 6.2 of the Manual — namely, to adopt the GS Trading → [redacted text] [Company Name] first-sale price as the export price.

III. THE WTO FRAMEWORK (ARTICLE 2.3 OF THE AD AGREEMENT) DOES NOT SUPPORT DEPARTURE FROM THE FIRST-SALE PRICE

1. The text of Article 2.3

Article 2.3 of the WTO Agreement on Implementation of Article VI of GATT 1994 (the "AD Agreement") provides:

> *"In cases where there is no export price or where it appears to the authorities concerned that the export price is unreliable because of association or a compensatory arrangement between the exporter and the importer or a third party, the export price may be constructed on the basis of the price at which the imported products are first resold to an independent buyer, or if the products are not resold to an independent buyer, or not resold in the condition as imported, on such reasonable basis as the authorities may determine."*

Article 2.3 is correctly cited by Tronox in the Tronox GS Submission (at §2.1), but Tronox draws from it conclusions that the text does not support.

2. Article 2.3 is an exceptional provision — not a licence for speculative construction

Article 2.3 is an exceptional provision, engaged only where association or a compensatory arrangement makes the export price unreliable. The text does not authorise construction merely because downstream parties have not participated in the investigation, or because the corporate structure of the export chain is complex, or because the Commission would prefer a different price.

The WTO Appellate Body has consistently emphasised that the discretion to construct export price under Article 2.3 must be exercised reasonably, on the basis of evidence, and with due process. See, e.g., *United States – Anti-Dumping Measures on Certain Hot-Rolled Steel Products from Japan, WT/DS184/AB/R, paras. 122–134 (in relation to the analogous construction of normal value under Article 2.2)*. The same standard applies in the construction of export price.

3. No evidence of association or compensatory arrangement in this case

In the present case, there is no evidence of any association between the exporter (GS Trading) and the importer (the Australian end-user). They are not related parties.

There is no evidence of any compensatory arrangement between the exporter and the importer, or between the exporter and a third party, that would render the First-Sale Price unreliable. The mere existence of downstream trading steps, in the absence of evidence of association or compensatory arrangement, does not engage Article 2.3. Tronox has adduced no such evidence; its position rests entirely on inference and conjecture from the corporate structure of the export chain, which is legally insufficient.

4. Tronox's reliance on the "third-party" limb of Article 2.3 is misplaced

Tronox invokes the "third-party" limb of Article 2.3 — i.e., the concept of compensatory arrangement "between the exporter and the importer or a third party". This invocation fails on its own terms.

The third-party limb requires affirmative evidence of a compensatory arrangement involving the third party that makes the export price unreliable. The Tronox GS Submission does not identify any such arrangement. It identifies only the structural fact that there are third parties in the chain. That is not enough.

5. The second sentence of Article 2.3 is inapplicable

Tronox notes in the Tronox GS Submission (at §2.1) that the second sentence of Article 2.3 contemplates construction "*on such reasonable basis as the authorities may determine*" where the goods are not resold to an independent buyer in the condition as imported. That observation is correct but irrelevant to the present case.

The First-Sale Price is not constructed on the basis of a downstream resale; it is the price of the actual exportation. The construction mechanisms in Article 2.3 (first sentence: first resale to an independent buyer; second sentence: such reasonable basis as the authorities may determine) are alternatives to ascertainment of the export price; neither is engaged where the price of the exportation itself can be ascertained under s. 269TAB(1)(c) of the Act.

IV. TRONOX'S ALLEGATION THAT GS'S SUPPLY CHAIN IS "OPAQUE AND PRICE-DETACHED" IS UTTERLY REFUTED BY ITS OWN "TRANSPARENT MARKET" CONTENTIONS IN THE CNIA SUBMISSION

In the Tronox GS Submission, Tronox argues that the existence of multi-jurisdictional documentary transactions (China-China Hong Kong-USA-Australia) renders the downstream resale prices, functions and profits "invisible", and therefore the FOB price received by GS from [redacted text] [Company Name] is "detached from the ultimate import value and unreliable".

However, in the Tronox CNIA Submission, Tronox, in seeking to establish price suppression and

price depression, unequivocally asserts to the Commission that:

"The evidence demonstrates that in the Australian market, Chinese imports compete head-to-head with Tronox's like goods... In this market, price is the dominant purchasing factor, and the dumped prices have reallocated market share."

Tronox further particularises that it is precisely the low prices of Chinese imports that cause Australian customers to use Chinese offer prices as direct leverage to force Tronox to reduce its own prices.

GS submits that Tronox cannot maintain both propositions simultaneously.

If, as Tronox strenuously argues in its CNIA Submission, the Australian titanium dioxide market is a highly transparent, head-to-head, price-driven commoditised market, and if Chinese export offer prices have direct and powerful "explanatory force" in driving Australian end-users to benchmark import prices, then the Chinese FOB price received by GS Trading from [redacted text] [Company Name] must necessarily be the originating and determinative price within this highly competitive and transparent transmission mechanism.

The downstream purely documentary passages (Hong Kong, USA) do not—and cannot—alter the essential nature of the goods as "Made in China" competing on price in the Australian market. Having conceded that Australia is a unified, highly price-sensitive and transparent market, Tronox cannot simultaneously characterise GS's first external sale price as "a price detached from market realities".

V. TRONOX'S ADMISSION THAT THE INTERMEDIATE LEGS ARE "DOCUMENTARY TRANSACTIONS ONLY" ESTABLISHES THAT COMMERCIAL VALUE WAS FULLY LOCKED IN AT THE CHINESE FOB POINT

In the Tronox GS Submission, Tronox expressly states:

"Throughout this sequence the goods are shipped directly from China to Australia, and never enter Hong Kong or the United States. The Hong Kong and United States legs are documentary transactions only."

Having itself characterised the downstream multi-jurisdictional passages as "*documentary transactions only*", and having acknowledged that the subject goods (totalling [redacted text] [Details of the Subject Goods]) were physically shipped directly from China to Australia, Tronox is bound by this factual concession.

The inescapable conclusion is that the substantive international trade pricing and title transfer for the subject goods was legally and economically fully locked in at the moment GS Trading concluded the FOB China sale with [redacted text] [Company Name]. The subsequent Hong Kong

and US "legs" are, as Tronox itself admits, purely documentary residues created for the exporting group's internal tax, financing or supply chain management purposes.

These purely documentary passages neither add any physical value to the goods, nor alter the FOB value declared at the Chinese border. To reject the actual first sale price at the Chinese border would fundamentally contradict the very purpose of anti-dumping investigations, which is to ascertain the true value of the goods under investigation at the point of export.

VI. CONCLUSION AND REQUEST

For the reasons set out in Sections I to V above, GS respectfully submits that the Commissioner should determine the export price in this investigation in accordance with s. 269TAB(1)(c) of the Act, read with Chapter 6.2 of the Manual, and adopt as the export price the actual FOB price received by GS Trading from [redacted text] [Company Name] — the first independent buyer outside the related-party cluster and the only arm's length transaction at the export end of the supply chain.

A. Summary of GS's Position

Three propositions, each sufficient on its own to dispose of the Tronox GS Submission, are established on the evidence:

first, the export price in this case falls to be determined under s. 269TAB(1)(c) of the Act, because neither s. 269TAB(1)(a) nor s. 269TAB(1)(b) is engaged on the facts;

second, the s. 269TAB(1)(c) discretion is to be exercised having regard to all the circumstances of the exportation, which necessarily includes the Commissioner's own operative framework — Chapter 6.2 of the Manual — and that framework directs the Commissioner to the price received by the exporter when selling to the first intermediary;

third, the GS Trading → [redacted text] [Company Name] transaction is, on the objective evidence (no affiliation, [redacted text] [Commercial Sensitive Information], complete documentation), an arm's length transaction under s. 269TAA(1) and is the only candidate export price that is both reliable and unaffected by association, as Chapter 6.2 of the Manual contemplates.

Tronox has adduced no evidence of any compensatory arrangement or association that would render the first-sale price unreliable within the meaning of Article 2.3 of the AD Agreement. The mere complexity of the downstream chain — which Tronox itself concedes is "documentary transactions only" — provides no legal basis for departing from the first-sale price. The downstream resale chain ([redacted text] [Company Name] → [redacted text] [Company Name]'s HK affiliate → US Customer → Australian end-user) is irrelevant to the export price determination under s. 269TAB(1)(c): the export price is concerned with the value of the goods at the point of exportation, not with the import-country mark-up structure.

Tronox's two submissions of 22 June 2026 (the GS Submission and the CNIA Submission) are, in any event, internally irreconcilable on the question of the relationship between the Chinese FOB price and the Australian end-user price. In the CNIA submission, Tronox contends that the Australian market is a transparent, head-to-head, price-driven market in which Chinese FOB offer prices have direct "explanatory force" in determining the prices paid by Australian end-users. In the GS Submission, Tronox contends that the very same Chinese FOB price is "detached" from the Australian end-user price. These two positions cannot stand together; the latter must yield to the former, which is consistent with the actual pricing of GS Group and GS Trading.

B. Request for Relief

GS respectfully requests that the Anti-Dumping Commission:

1. Reject Tronox's application to determine the export price in this investigation under s. 269TAB(3) of the Act, on the basis that sufficient information has been furnished by GS Group and GS Trading to enable the export price to be ascertained under s. 269TAB(1)(c);
2. Determine the export price in this investigation in accordance with s. 269TAB(1)(c) of the Act, read with Chapter 6.2 of the Manual, as the actual FOB price received by GS Trading from the independent intermediary [redacted text] [Company Name] — being the first arm's length price outside the related-party cluster;
3. Confirm that, in the Preliminary Affirmative Determination and any subsequent verification, GS Group and GS Trading are each to be treated as fully cooperating interested parties, that GS Trading is the relevant exporter for the purpose of s. 269TAB(1)(c), and that any further factual enquiries are to be confined to the GS Trading → [redacted text] [Company Name] transaction (and not the downstream documentary chain).

GS Group and GS Trading have cooperated fully and substantively with this investigation. They have placed before the Commission complete contracts, sales communications, bank remittance advices, invoices and freight documents in respect of every shipment to [redacted text] [Company Name]. Our clients stand ready to provide any further information within their control that the Commission may require, and to submit to any further verification processes in respect of the GS Trading → [redacted text] [Company Name] transaction.

Yours sincerely,

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