THE FIRM ON THE AVENUE

22 September 2026

PUBLIC RECORD

The Director, Investigations 3
Anti-Dumping Commission
GPO Box 2013
Canberra ACT 2601
By email: investigations3@adcommission.gov.au

Dear Manager Operations 3,

RE: Continuation Inquiry No. 696: Concrete Underlay Film exported to Australia from Malaysia

We act for Great Cosmo Industries Sdn. Bhd. (Great Cosmo).

This submission responds to the public record submission dated 16 September 2026 by J Bracic & Associates on behalf of LCM General Products Pty Ltd, trading as Cromford Film (Cromford) (the Bracic Submission) and makes submissions in relation to methodology that should be adopted for the purpose of calculating normal values.

This submission is made on the public record.

A. Summary of Cromford's key requests and Great Cosmo's response

Issue	Cromford's request (Bracic Submission)	Great Cosmo's response (summary)
Export price for uncooperative exporters	Export price be determined for uncooperative/all other exporters under s 269TAB(3) using the lower of Great Cosmo's lowest export price transaction and the lowest declared FOB export price from ABF import data (including goods previously declared	Great Cosmo does not make submissions for other exporters.

Issue	Cromford's request (Bracic Submission)	Great Cosmo's response (summary)
	outside the notice but now within scope).	
Normal value for uncooperative exporters	Normal value be determined under s 269TAC(6) as the highest normal value established for Great Cosmo for any model control code (MCC) in the inquiry period, with s 269TAC(9) adjustments.	For Great Cosmo, Normal value should be determined so as to obtain the best estimate possible of a fair market price in the domestic market. Profit must be calculated using an appropriate methodology; reliance on low-volume identical models (including where distinction is driven only by colour) does not achieve that purpose. Great Cosmo does not make submissions in relation to uncooperative exporters.
Form of duty	Recommend a combination duty for uncooperative/all other exporters (Dumping Duty Regulation s 5(2)), justified by circumvention risk.	A combination duty risks being punitive in effect and is not an appropriate response in circumstances where Great Cosmo has cooperated and provided verified data. The appropriate focus is a remedy calibrated to prevent harm, not to suppress competition. A floor price set at the Non-Injurious Price (NIP) is the more proportionate mechanism for Great Cosmo. Great Cosmo does not make submissions in relation to uncooperative exporters.
Scope / colour	Cromford refers to prior colour circumvention findings and asserts that goods previously declared outside the notice but now within scope should be included in comparing lowest FOB prices.	Colour is a preference rather than a requirement and is not determinative of cost or market conditions. Narrowing the scope or analytical focus to "black" or a derivative thereof as a proxy for "like goods" risks distorting both normal value and injury analysis and facilitates an artificial construction of injury by

Issue	Cromford's request (Bracic Submission)	Great Cosmo's response (summary)
		focusing on a colour preference in Australia that is not reflective of ordinary course of trade (OCOT) sales in the domestic market or third countries.

B. Normal value — methodology and the "like goods" requirement

B1. The normal value must reflect a fair market price and not be derived from low-volume identical models sold in the domestic market as they are not in the ordinary course of trade and are not sold as a matter of course on the domestic market. The black variant is specific to the requirements of the export market and is sold domestically in very small volumes in circumstances that do not reflect the normal business operations.

Great Cosmo submits that as a result of this difference in trade, there would be a significant error in calculating the normal value in circumstances where the profit margin is derived from only the identical models sold in the ordinary course of trade rather than the "like goods" contemplated in Regulation 45(2).

Great Cosmo submits that the nature of the domestic market is such that the goods identified as being 'black' in colour are produced primarily for the purpose of export and are only sold domestically in atypical circumstances hence the insufficient volume for the purpose of the OCOT.

In summary:

1. **The identical models sold in the ordinary course of trade do not provide sufficient volume** to adequately reflect domestic market conditions and therefore do not provide the best estimate of a fair market price of the goods in the domestic market based on Great Cosmo's business practices.
2. Great Cosmo's identical models represent only **[percentage]% of export volume**, compared with like goods representing **[percentage] % of export volume**.
3. Taking into consideration the Commission's policy in relation to the calculation of profit under Regulation 45, profit is to be ascertained so as to obtain the best estimate possible of a fair market price in the domestic market of the country of export. That objective is not

met where profit is derived from the low volume of identical goods (and, in the present circumstances, also not met by the low volume of like goods).

B2. Colour is not a sound basis for restricting “like goods” to identical models

There is no material difference between the like goods and the identical goods other than **colour**, which is a **preference rather than a requirement**. Any CTMS variance attributable to colour is negligible or can be appropriately adjusted.

While it is acknowledged that, having regard to the Australian market, the scope of the measures may be restricted to black and grey, that is **not indicative of the domestic market**.

Great Cosmo’s submission does not seek to disturb the Commission’s findings in relation to like goods as such. The submission concerns the correct basis for determining **profit** for the purposes of the normal value.

B3. Regulation 45(2) is not appropriate on the present facts; Regulation 45(3)(c) should be considered

Great Cosmo submits that restricting the scope of “like goods” to identical models only (i.e. “black only”) is not appropriate to ascertain a fair market price in the domestic market, particularly considering that the volume of identical models sold in OCOT in the domestic market **did not pass the sufficiency test**, and domestic sales of like goods remain only a small percentage of export sales.

Accordingly, Great Cosmo’s ultimate submission remains that, for the purpose of calculating profit, **Regulation 45(2) is not the appropriate methodology** to ascertain a fair market price in the same conditions.

In determining the appropriate methodology we submit:

1. The sufficiency of “general category of goods” restricted to the domestic market would have the same fundamental difficulty under Regulation 45(3)(a) due to low volumes;
2. There are no other exporters’ or producers’ data available in this investigation to determine profit under Regulation 45(3)(b); and
3. Therefore, **Regulation 45(3)(c) should apply**.

Great Cosmo submits that consideration should be given to determining profit as a derivative of Great Cosmo’s audited financial statements for the 2025 financial year to reflect the most accurate overall profit in the domestic market over the investigation period.

C. Artificial inflation of injury by narrowing scope or analysis

C1. Concern: narrowing the domestic market goods to 'black', exploits an Australian colour preference not reflective of OCOT sales.

Great Cosmo is concerned that the Australian industry may artificially amplify an appearance of injury by seeking that the scope of the goods (or the Commission's comparability analysis for variable factors) be narrowed to "black", in circumstances where:

- black products are a **preference in Australia**; and
- black products are generally **not sold in OCOT by Great Cosmos in the domestic market or third countries**.

In those circumstances, narrowing scope/analysis to black in the domestic market does not reflect the ordinary course of trade in the country of export and risks distorting the Commission's assessment of normal value, comparability and any downstream consideration of price effects.

C2. Colour should not be treated as a determinative "like goods" characteristic where cost differences are negligible

Where the only asserted difference between product sets is colour (a preference rather than a requirement) and the CTMS variance is negligible, treating colour as determinative in selecting "identical models" for profit/normal value purposes does not achieve a fair market estimate. It also provides a pathway for interested parties to frame the relevant goods by reference to an Australia-specific preference rather than commercial reality in the exporting country's domestic market.

D. WTO-consistent purpose of trade remedies: preventing harm, not suppressing competition

Great Cosmo recognises the Commission's task is to administer Australia's anti-dumping system under domestic legislation. However, Australia's anti-dumping and safeguard framework operates within disciplines reflected in the WTO agreements, which confine trade remedies to their remedial purpose.

THE FIRM ON THE AVENUE

D1. Trade remedies are exceptional, remedial instruments

Trade remedies are not directed to reducing competition as such. They are directed to addressing harm under prescribed conditions (including injury and causation), and only to the extent necessary to remedy that harm.

Those disciplines underscore that trade remedies are not designed to eliminate legitimate competition, suppress imports because they are efficient, or confer monopoly outcomes. Rather, they are confined to remedying injurious dumping within the limits of the margin and necessity.

D2. Tariffs are to prevent harm, not reduce competition

Great Cosmo submits that the underlying policy rationale for anti-dumping measures is the prevention or remedy of harm caused by ***injurious dumping***, not the reduction of competitive pressure arising from legitimate cost efficiencies.

Where exporters achieve genuine cost efficiencies and compete accordingly, the appropriate inquiry is whether there is dumping as defined and whether there is material injury caused through the effects of dumping — not whether domestic producers face increased competition.

E. Appropriate type of duty — remedy should not be punitive (particularly for a cooperative exporter)

E1. Response to Cromford's proposal for a combination (fixed + variable) duty
Cromford urges a change to a **combination duty** for uncooperative/all other exporters.

Great Cosmo submits that:

1. A combination duty (in particular, the fixed component) can operate in a manner that is **punitive in effect**, because it may continue to effect measures irrespective of whether import prices rise and irrespective of whether the relevant harm (if any) is being remedied.
2. A combination duty is not an appropriate or proportionate response in circumstances where **Great Cosmo has been cooperative** and has provided information that the Commission has been able to test and verify. Treating a cooperating exporter as if it presents the same compliance and circumvention risk as non-cooperating exporters would be inconsistent with an evidence-based, calibrated approach.

3. The Commission should be cautious of adopting a duty architecture that has the practical effect of **suppressing competition** (including competition driven by genuine cost efficiencies) rather than preventing or remedying injury attributable to legitimately dumped imports.

E2. Proposed approach: a floor price set at the Non-Injurious Price (NIP)

In circumstances where the Commission is concerned to ensure the measures are remedial (not punitive), Great Cosmo submits that an appropriate mechanism is a **floor price set at the Non-Injurious Price (NIP)**.

A floor price/NIP approach is directed to preventing harm by ensuring imports cannot be supplied at prices that cause injury, while avoiding an outcome where duties are structured to penalise lawful competitive behaviour or to entrench a domestic monopoly.

This approach also directly addresses the concern raised in the Bracic Submission that, under an ad valorem duty, a party may lower prices and thereby lower the duty payable. A floor price tied to NIP removes that incentive, because the injury-preventing benchmark is price-based.

E3. Great Cosmo's position as a cooperative exporter

Great Cosmo reiterates that it has cooperated in this inquiry. Great Cosmo submits that any duty structure adopted should differentiate between:

- cooperating exporters whose data have been verified; and
- uncooperative exporters where the Commission is compelled to rely on proxies and best available information.

In that context, any move to a more restrictive or punitive duty form should not be applied to Great Cosmo, and the appropriate focus should remain on remedies no greater than necessary to prevent or remedy injury.

F. Conclusion

Great Cosmo respectfully requests that the Commission:

1. have regard to Great Cosmo's submissions regarding methodology for calculating profit and normal value (including why Regulation 45(2) is not appropriate on the present facts and why Regulation 45(3)(c) should be considered);

THE FIRM ON THE AVENUE

2. avoid methodologies that narrow the relevant comparison set to “black only” where colour is merely an Australia-specific preference and where black products are not sold in sufficient volume in OCOT in the domestic market or third countries;

3. reject a combination duty approach insofar as it would be punitive in effect, particularly in circumstances where Great Cosmo has been cooperative and its data have been verified; and

4. adopt, if the Commission considers it necessary, a **floor price set at the Non-Injurious Price (NIP)** as the appropriate duty mechanism for Great Cosmo.

Yours faithfully

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MELISSA GUILFOYLE - AUSTIN