



11 May 2012

Mr Geoffrey Gleeson
Director, International Trade Remedies Branch
Australian Customs and Border Protection Service
Customs House
5 Constitution Avenue
Canberra ACT 2601

Dear Mr Gleeson,

**STATEMENT OF ESSENTIAL FACTS NO. 177 – HSS FROM CHINA, KOREA,
MALAYSIA, TAIWAN AND THAILAND**

This submission, on behalf of Pacific Pipe Public Company Ltd (“Pacific Pipe”), is in response to the captioned statement of essential facts (“the SEF”).

Concerning Customs’ market situation assessment per section 6.3.2 of the SEF, we consider that evidence already provided to Customs by Pacific Pipe, Saha and the Government of Thailand conclusively demonstrates that a particular market situation in Thailand in respect of HSS does not exist. We do not consider that the publicly available information referred to by Customs in section 6.3.2 has sufficient merit to warrant further consideration and investigation.

However, should Customs’ “further consideration and investigation” in relation to this matter result in its assessment of a particular market situation and consequent determination that Pacific Pipe’s costs are unreasonable in terms of Reg. 180 (2), we would expect that, having regard to benchmark costs it has used for China, Customs would use the average of HRC costs of cooperating exporters in Korea, Malaysia and Taiwan. In the interests of natural justice, should Customs conclude that a particular market situation does exist and consequently revise Pacific Pipe’s normal values and dumping margin, we request early advice of the nature of the benchmark costs used and details of calculations of revised normal values and dumping margin.

With regard to Customs’ preliminary normal value and dumping margin assessments, we strongly disagree with Customs’ consideration per section 6.10.1 of the SEF that there is insufficient evidence that the date of sale of exports is the proforma invoice date. The definition of the date of sale according to footnote 8 to paragraph 2.4.1 of the WTO Anti-dumping Agreement (“the Agreement”), is the date of the document which establishes the material terms of sale. During its on-site verification visit, Customs verified evidence that the proforma invoice establishes the material terms of export sales. To not use the date of the proforma invoice as the date of sale of exports is inconsistent with the Agreement.

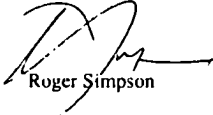
We also disagree with Customs’ not making adjustments to normal values and export prices for selling commissions. The difference in the amounts of commissions paid to Pacific Pipe’s related trading company, Tamose, reflects the difference in the magnitude of services provided by Tamose in respect of Pacific Pipe’s domestic and export sales and differently

Head Office:	Level 1, 2 Mercantile Dock, Port Adelaide S.A. 5015 Australia
Postal:	P.O. Box 2112, Business Centre, Port Adelaide S.A. 5015 Australia
Tel & Fax:	Tel: 61 8 8447 3699 Fax: 61 8 8447 2661
Email:	roger@janpac.biz

modifies domestic and export prices. To not make adjustments for selling commissions is inconsistent with s269TAC (8) of the Act and Article 2.4 of the Agreement.

We request that the above comments be taken into account in Customs' final determination of the dumping margin applicable to Pacific Pipe's exports.

Yours sincerely,



Roger Simpson