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## PUBLIC RECORD – NON - CONFIDENTIAL

The Director - Investigations 4  
 Anti-Dumping Commission  
 GPO Box 2013  
 Canberra ACT 2601

Dear Director,

**RE : (1) DUMPING INVESTIGATION INTO IMPORTS OF CERTAIN CONCRETE UNDERLAY FILM FROM MALAYSIA**  
**(2) SUBMISSION IN RESPONSE TO THE STATEMENT OF ESSENTIAL FACTS BY UNISTAR INDUSTRIES SDN BHD – AN EXPORTER/MANUFACTURER FROM MALAYSIA**

### INTRODUCTION

- These submissions are made on behalf of our client, Unistar Industries Sdn. Bhd. (“**Unistar**”), a Malaysian producer and exporter of concrete underlay film (“**the goods**”), and a cooperative exporter to the current dumping investigation into imports of concrete underlay film from Malaysia.
- These submissions are made in response to the Statement of Essential Facts (“**SEF**”) No. 554 for the Alleged Dumping of Concrete Underlay Film Exported from Malaysia published on 27 September 2021 issued by the Anti-Dumping Commission (“**ADC**”), Department of Industry, Science, Energy and Resources of the Australian Government.

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3. Under Article 6 of the World Trade Organization (“**WTO**”) Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994 (“**AD Agreement**”), these submissions and attachments herein constitute part of the evidence that Unistar deems relevant for the investigation in question.
4. In these submissions, Unistar will demonstrate that no dumping margin should be imposed on imports of the goods from Unistar or that a lower dumping margin should be imposed. Unistar will also show that there is no material injury to support the imposition of anti-dumping duties.
5. Based on its questionnaire response and Comments dated 2 September 2021 (“**Comments**”), it is Unistar’s position that Unistar did not dump the goods during the period of investigation (“**POI**”) and/or that any dumping margin is *de minimis*.

## EXECUTIVE SUMMARY

6. These submissions clearly demonstrate how the application and the contents of the SEF in determining the imposition of anti-dumping duties do not stand due to the many flaws and disregard for WTO and domestic anti-dumping laws.
7. By the end of these submissions, it will be abundantly clear that this anti-dumping investigation should not continue and/or imports from Unistar should not be imposed with any dumping margin based on the following reasons:

### **Part A: Error in Normal Value Calculation**

- 7.1. The calculation of normal value of Unistar’s Cost to Make and Sell (“**CTMS**”) is erroneous because of the inclusion of three transactions not in the Ordinary Course of Trade (“**OCOT**”).
- 7.2. The profit percentage to be added to the CTMS ought to be in accordance with Section 45(3)(c) or (b) of the Customs (International Obligations) Regulation 2015 (“**Regulation**”).

### **Part B: Applicant Not Injured**

- 7.3. There is sufficient evidence indicating that the Applicant, LCM General Products Pty Ltd trading as Cromford Film (“**Applicant**”), has not suffered material injury.

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Economic indicators such as price, profit and profitability, productivity, employment and wages, cashflow, sales and market share all demonstrate the same.

- 7.4. There is also very limited data available to conclusively determine that the Applicant had suffered material injury.

## **Part C: No Causation of Injury (If Any) to Imports**

- 7.5. Even if the Applicant is found to have suffered material injury (which Unistar denies), the SEF and the Applicant's application has failed to show the causal link between the purported dumping with the alleged injury suffered.
- 7.6. In particular, the Applicant's injury (if any) is self-inflicted and is not caused by the imports of the goods.

## **Part D: Miscellaneous Considerations**

- 7.7. Unistar (and all other exporters) has experienced an increase in raw material and freight costs, and thus an increase in export price. Due to the increase in the export price, it is not accurate to state that the Applicant is experiencing any injury. In fact, the imposition of anti-dumping duties on top of the higher increase in export prices is excessive and will result in a disadvantage to the Australian importers of the goods.
- 7.8. That imposing anti-dumping duties onto imports of the goods from Unistar would be unfair given that the Applicant is not experiencing injury and there is no dumping – keeping in mind the already significant increase in export prices.

## **Part F: Response to the Applicant's Submission dated 7 September 2021**

The Applicant's claim that Malaysian exporters have increased prices and reduced volume of exports due to the ongoing investigation is not true because the root cause for the increase in price and decrease in volume of Malaysian imports are due to the economic impact of the Covid-19 pandemic which has caused a rippling effect on cost overall.

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## Part E: Lesser Duty Rule

- 7.9. Unistar supports and further requests for the recommendation to the Minister to have regard to the desirability of applying the Lesser Duty Rule to exports of the goods from Malaysia – in particular Unistar requests for a lower dumping margin in the event anti-dumping duties are imposed on the basis that its export prices have increased.

## Part F: Public Interest

- 7.10. The proposed anti-dumping measures will not serve the public or national interest and in fact would cause further harm due to Australian industry's inability to sufficiently meet the demand of the goods in the Australian market.
8. References and evidence for the above outline are set out below.

## **PART A: ERROR IN NORMAL VALUE CALCULATION**

9. As mentioned in Unistar's Comments, it was highlighted that in the File Note, in particular Page 4 of the Variable Factors Assessment Document ("**VFA**"); Appendix 3 – Normal Value; and Appendix 4 – Dumping Margin, an error has been made when a profit of [profit%] was included to the CTMS to determine the constructed normal value for Unistar's domestic sales.
10. In the VAF and the SEF, the ADC found that normal value was calculated under Section 269TAC(2)(c) of the Customs Act 1901 ("**Customs Act**") using the sum of:
- 10.1. Cost to make of the exported goods in accordance with Section 43(2) of the Regulation;
- 10.2. Domestic SG & A, on the assumption that the goods, instead of being exported were sold domestically under Section 44(2) of the Regulation; and
- 10.3. An amount for profit based on data relating to the production and sale of like goods on the domestic market in the Ordinary Course of Trade ("**OCOT**") in accordance with Section 45(2) of the Regulation.

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11. The profit derived from the data relating to the production and sale of like goods on the domestic market in the OCOT (set out in Paragraph 10.3 above) premised on three out of Unistar's [number of transactions] during the POI is erroneous because these three transactions were not in the OCOT.
12. The three domestic transactions are as follows:
  - 12.1. [customer name] under Invoice Number [invoice details];
  - 12.2. [customer name] under Invoice Number [invoice details]; and
  - 12.3. [customer name] under Invoice Number [invoice details].

(collectively referred to as the “**Three Transactions**”)

13. Unistar's position is that an error has occurred in the File Note and the SEF, when:
  - 13.1. The Three Transactions were listed as transactions in the OCOT; and
  - 13.2. A profit margin was included into the CTMS to determine the constructed normal value based on the Three Transactions which are not transactions in the OCOT and could not reasonably be found to be ordinary commercial transactions insofar as they relate to the normal course of trade for Unistar.

## LEGAL POSITION

### Regulations

14. In respect of “Determination of Profit” under the Regulation, Section 45(2) of the Regulation provides that *“the Minister must, if reasonably practicable, work out the amount by using data relating to the production and sale of like goods by the exporter or producer of goods in the ordinary course of trade.”*

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15. Also, with regard to the “Determination of Profit” under the Regulation, Section 45(3) provides that if the Minister is unable to work out the amount by using the data mentioned in Section 45(2), the Minister must work out the amount by:

“(a) *identifying the actual amounts realised by the exporter or producer from the sale of the same category of goods in the domestic market or the country of export;*  
or  
(b) *identifying the weighted average of the actual amounts realised by other exporters or producers from the sale of like goods in the domestic market of the country of export;* or  
(c) *using any other reasonable method and having regard to all relevant information.*”

16. In ***Steelforce Trading Pty Ltd v Parliamentary Secretary to the Minister for Industry, Innovation and Science [2018] FCAFC 20***, it was decided that:

*[83] Sometimes, however, it is not possible to determine such a figure. The volume of sales in the domestic market may be too low to allow for a meaningful comparison (as was the case in this appeal). Where this occurs, s 269TAC provides alternate ways of calculating the normal value. One such way is set out in subsection 269TAC(2)(c) which is set out above at [10]. It provides for the amount to be the sum of two figures. The first, which is not immediately relevant, is the amount determined by the Minister to be the cost of production or manufacture (s 269TAC(2)(c)(i)); the second, which is relevant, is a hypothetical amount. Subsection s 269TAC(2)(c)(ii) requires the positing of a hypothesis which does not correspond to the real world. It is that the goods rather than being exported to Australia were instead sold for home consumption in the ordinary course of trade [emphasis added] in the country of export. Having established that hypothesis, subsection 269TAC(2)(c)(ii) then requires the Minister to determine, first, the administrative, selling and general costs associated with the sale and, secondly, the profit on that sale. The effect of these provisions is that the Minister is required to determine the hypothetical profit on a hypothetical sale.*

## **Dumping and Subsidy Manual**

17. The Dumping and Subsidy Manual states that one of the methods that may be employed by the ADC to determine profit is to use any reasonable method available based on all relevant

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information, and that there is no hierarchy between the three methods that may be used under Section 45(3)(a)-(c) of the Regulation:

*“A profit may be unable to be determined under Regulation 45(2) because either all of the sales have been made at a loss; or those sales that are profitable are determined to not be in the ordinary course of trade for other reasons [emphasis added].*

*In this situation, Regulation 45(3) sets out three other methods for profit determination. [emphasis added] The alternatives are:*

*(a) identify the actual amounts realised by the exporter or producer from the sale of the same general category of goods in the domestic market of the country of export—Regulation 45(3)(a); or*

*(b) identify the weighted average of the actual amounts realised by other exporters or producers from the sale of like goods in the domestic market of the country of export—Regulation 45(3)(b); or*

*(c) subject to Regulation 45(4), use any other reasonable method and have regard to all relevant information—Regulation 45(3)(c). [emphasis added]*

*Any of these three alternatives can be used as there is no hierarchy.”*

## OCOT

18. The term OCOT is not defined in the WTO Anti-Dumping Agreement. The WTO Appellate Body Report in United States — Anti-Dumping Measures on Certain Hot-Rolled Steel Products from Japan (“**US – Hot Rolled Steel**”), accepted OCOT to be defined as follows:

*“Generally sales are in the ordinary course of trade if made under conditions and practices that, for a reasonable period of time prior to the date of sale of the subject merchandise, have been normal for sales of the foreign like product.”<sup>1</sup>*

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<sup>1</sup> Para 139.

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19. The Appellate Body in US – Hot Rolled Steel went on to further explain that the exclusion of sales not in the ordinary course of trade from the calculation of the normal value is mandated by Article 2.1 of the AD Agreement in order to ensure that the normal value is indeed ‘normal’. The Report states:

*“Article 2.1 requires investigating authorities to exclude sales not made in the ‘ordinary course of trade’, from the calculation of normal value, precisely to ensure that normal value is, indeed, the ‘normal’ price of the like product, in the home market of the exporter. Where a sales transaction is concluded on terms and conditions that are incompatible with “normal” commercial practice for sales of the like product, in the market in question, at the relevant time, the transaction is not an appropriate basis for calculating “normal” value.”.*

20. The Appellate Body in US – Hot Rolled Steel further states that:

*“We note that determining whether a sales price is higher or lower than the “ordinary course” price is not simply a question of comparing prices. Price is merely one of the terms and conditions of a transaction. To determine whether the price is high or low, the price must be assessed in light of the other terms and conditions of the transaction. Thus, the volume of the sales transaction will affect whether a price is high or low. Or, the seller may undertake additional liability or responsibilities in some transactions, for instance for transport or insurance. These, and a number of other factors, may be expected to affect an assessment of the price.”*

21. Additionally, In the Panel Report, United States – Measures Relating Zeroing and Sunset Reviews (“**US – Zeroing (Japan)**”), it states that:

*“A fair comparison shall be made between the export price and the normal value. This comparison shall be made at the same level of trade, normally at the ex-factory level, and in respect of sales made at as nearly as possible the same time. Due allowance shall be made in each case, on its merits, for differences in conditions and terms of sale, taxation, levels of trade, quantities, physical characteristics, and any other differences which are also demonstrated to affect price comparability.”<sup>2</sup>*

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<sup>2</sup> Para 7.105-7.108.



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22. Therefore, it can be distilled that:
- 22.1. The term OCOT has no precise definition under the WTO Anti-Dumping Agreement; and
  - 22.2. Transactions not concluded on terms and conditions that are normal commercial practices are not appropriate to be considered in calculating normal value; and
  - 22.3. Various considerations, above and beyond price, such as terms of the transaction and quantity can be taken into account; and
  - 22.4. Considerations to be taken into account extend to any other differences which are demonstrated to affect price comparability.

## **Other Methods for Profit Determination**

23. In the WTO Panel Report in European Communities — Anti-Dumping Duties on Imports of Cotton-type Bed Linen from India, the Panel stated that there is no hierarchical significance between the three options set out in Article 2.2.2(i)-(iii) of the WTO Anti-Dumping Agreement (which is similar to Section 45(3)(a)-(c) of the Regulation)<sup>3</sup>.
24. Therefore, the investigation authority may decide on the three methods set out in Section 45(3)(a)-(c) of the Regulation in situations where the domestic sales transactions were not made in the OCOT.

## **ERROR IN DETERMINING THAT THE THREE TRANSACTIONS WERE IN THE OCOT**

25. The ADC concluded in the SEF that the Three Transactions were within the OCOT.
26. It is Unistar's position that that the Three Transactions were not within the OCOT, were not made based on normal commercial practices and were made under rare circumstances that differ from transactions made in OCOT that significantly affect price comparability when calculated to determine the dumping margin.
27. As a starting point it is worth noting that Unistar operates an export orientated business where most of its sales are made primarily for the export market in Australia and New Zealand.

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<sup>3</sup> Para 6.62.

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Unistar only makes domestic sales transactions in very rare instances and unusual circumstances.

28. The Three Transactions, used by the ADC to determine the [profit%] profit margin, which comprised of all Unistar's domestic sales in the Investigation Period, were prime examples of these rare instances and unusual circumstances.
29. The Three Transactions were not sales in the OCOT for the following reasons:

## **General – Unusual Circumstances**

- 29.1. Builders' Film are sheets placed at the sub-base or the bottom surface under a slab before concrete is poured. There are regulations in countries such as Australia and New Zealand for the use of Builders' Film in construction. These regulations set out certain standards, which need to be met, for the Builders' Film to be used for construction purposes. In Australia the AS2870-2011 standard is used.
- 29.2. There are no regulations for Builders' Film to be used in Malaysia, and there are no standards and regulations that govern the use of Builders' Film in Malaysia. In situations where Builders' Film is used in Malaysia for constructions purposes, it is purely voluntary, and there are no standards in terms of the product specification and grade to abide by.
- 29.3. In fact, in Malaysia there is no such product as Builders' Film in the same way it is understood in Australia. Instead, in Malaysia, for construction purposes described above, the product is referred to as "construction film". "Construction film" in the Malaysian context is different than Builders' Film in the Australian context because there are no standards or commonly accepted specifications for "construction film" in Malaysian unlike Builders' Film which must meet standards such as AS2870-2011.
- 29.4. The Builders' Film produced by Unistar meets these overseas standards and regulations such as AS2870-2011 for Australia. As Unistar's Builders' Film meets these overseas standards and regulations, Unistar's product is more expensive compared to the "construction film" which Malaysian construction companies will use – as there are no standards to follow – and these companies will opt for the most cost-effective option.

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- 29.5. Unistar's business model is to produce high quality Builders' Film meeting the overseas grades for Australia and New Zealand. Majority of Unistar's sales are to Australian customers.
- 29.6. As the preference in Malaysia is to use "construction film", Unistar's Builders' Film which meets the AS2870-2011 specification has no demand in Malaysia. Unistar very rarely makes any domestic sales transaction of Builders' Film.
- 29.7. In the rare instances however where Unistar's Builders' Film is purchased in Malaysia, the purchases are for "off-brand use" or unusual and unconventional purposes. Normal commercial practices do not apply to these rare and abnormal transactions.
- 29.8. These rare purchases for "off-brand use" or unusual and unconventional purposes are generally not price sensitive, are normally one-off transactions and require a quick turnaround time from one day to two weeks, compared to the [days/weeks] for export sale transactions.
- 29.9. Due to the quick turnaround time required for these one-off transactions for "off-brand use" or unusual and unconventional purposes, supply disruption is caused to Unistar's production line producing orders for export market transactions.

## **Transaction 1 – [customer name] and Transaction 2 – [customer name]**

- 29.10. Transaction 1 – [customer name] and Transaction 2 – [customer name] were purchases made by [customer name]. [commercially sensitive] is a manufacturer [customer business description, consumer goods – not related to construction]<sup>4</sup>.
- 29.11. These purchases of Builders' Film by [customer name] were not for conventional usage – the way in which Builders' Film is normally used. The Builders' Film purchased by [customer name] was to be used to line containers to be used to transport its products.
- 29.12. The Builders' Film purchased by [customer name] to line its containers is illustrated in the pictures below provided by [customer name]:

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<sup>4</sup> [Annexure 1 – company search – confidential information]

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*[commercially sensitive – picture]*

*[commercially sensitive – picture]*

- 29.13. These orders for Builders' Film by [customer name] came in on very short notice with [days/weeks] notice for delivery which is significantly shorter than Unistar's sales to Australia which have [days/weeks] notice.
- 29.14. For Transaction 1 – [customer name], the Purchase Order was issued on [purchase order date] with a delivery date [date]. This short lead time is significantly shorter than Unistar's export sales which have [days/weeks] notice<sup>5</sup>.
- 29.15. In fact, the [purchase details], states that it is for [purchase details]<sup>6</sup>.
- 29.16. Transaction 1 – [customer name], constituted an urgent sale with a short lead time. This resulted Unistar experiencing disruption to its production and supply schedule.
- 29.17. Due to the unconventional end-usage of the Builders' Film – which is different than the end-usage of Unistar's Australian customers, the urgency and short lead time which disrupted production/supply and the irregular commercial relationship, as well as the general factors mentioned above, Transaction 1 – [customer name] was not

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<sup>5</sup> [Annexure 2: invoice, delivery order, purchase requisition and sales tax exemption – confidential commercial information and confidential customer information].

<sup>6</sup> [Same as above].

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done in accordance with normal commercial practices. Transaction 1 – [customer name] was not made in the OCOT.

- 29.18. For Transaction 2 – [customer name], the Purchase Order was initially issued on [date] with a delivery date of [date]<sup>7</sup>. On [date], this transaction was subsequently put on hold indefinitely by [customer name]<sup>8</sup>. Then, abruptly, in [date] [customer name] requested for the order to be executed. Delivery was done on [date]<sup>9</sup>.
- 29.19. The initial order on [date], and the abrupt notice to hold on the order, followed by the subsequent notice in [date] to execute the order based on the Revised Purchase Order dated [date]<sup>10</sup>, resulted in a significantly shorter lead time than Unistar's export sales which have [days/weeks] notice<sup>11</sup>.
- 29.20. Transaction 2 – [customer name], Unistar constituted an urgent sale with a short lead time. The order was made, then put on hold, and the suddenly revised. This resulted Unistar experiencing disruption to its production and supply schedule.
- 29.21. Due to the unconventional end-usage of the Builders' Film – which is different than the end-usage of Unistar's Australian customers, the urgency and short lead time which disrupted production/supply and the irregular commercial relationship, as well as the general factors mentioned above, Transaction 2 – [customer name] was not done in accordance with normal commercial practices. Transaction 2 – [customer name] was not in the OCOT.

## **Transaction 3 – S+C**

- 29.22. Transaction 3 – [customer name] was a purchase made by [customer name]. [customer name] is an [customer business description, steel – not related to construction]<sup>12</sup>.

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<sup>7</sup> [Annexure 3.1 – purchase order and email exchange – confidential commercial information and customer information].

<sup>8</sup> [Same as above].

<sup>9</sup> [Annexure 3.2 – purchase order, invoice and delivery order – confidential commercial information and customer information].

<sup>10</sup> [Same as above].

<sup>11</sup> [Same as above].

<sup>12</sup> [Annexure 4 – company search – confidential customer information].

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- 29.23. These purchases of Builders' Film by [customer name] were not for conventional usage of Builders' Film as [customer name] is not involved in construction.
- 29.24. The Builders' Film is purchased by [customer name] to be used to cover [customer business description] as illustrated in the picture below provided by [customer name]:

*[commercially sensitive – picture]*

- 29.25. This order for Builders' Film by [customer name] came in with [days/weeks] notice for delivery which is significantly shorter than Unistar's sales to Australia which have [days/weeks] notice.
- 29.26. For Transaction 3 – [customer name], the Purchase Order was issued on [date] with a stipulated delivery date of [date]. This short lead time is significantly shorter than Unistar's export sales which have [days/weeks] notice<sup>13</sup>.
- 29.27. Transaction 3 – [customer name], Unistar constituted an urgent sale with a short lead time. This resulted Unistar experiencing disruption to its production and supply schedule.
- 29.28. Due to the unconventional end-usage of the Builders' Film – which is different than the end-usage of Unistar's Australian customers, the urgency and short lead time of [days/weeks] which disrupted production/supply and the irregular commercial relationship, as well as the general factors mentioned above, Transaction 3 – [customer name] was not in the OCOT.

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<sup>13</sup> [Annexure 5 – purchase order, quotation, delivery order and invoice – confidential commercial information and customer information].

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30. For the reasons set out above, the finding that the Three Transactions were in the OCOT is erroneous. Therefore, it would be erroneous to utilize the profits derived from the Three Transactions to calculate a profit to be added to the CTMS to establish the constructed normal value.
31. The ADC had responded to the Comments in the SEF at page 38 and concluded that the Three Transactions were made in the OCOT.
32. In summary, the ADC's response is as follows: -
  - 32.1. The Three Transactions are domestic sales of like goods, of equivalent grades to the exports to Australia, and are relevant to the assessment of an amount for profit.
  - 32.2. The circumstances of the domestic sales do not preclude them from being in the OCOT in which the ADC considers that:
  - 32.3. The sales were to unrelated parties;
  - 32.4. The end use of the products do not necessarily have a bearing on the relevance of the sales, as builder's film may be used for a variety of purposes; and
  - 32.5. The commercial terms of the sales do not appear to be unusual or out of the ordinary.
  - 32.6. Goods exported to Australia may be used for a range of different end uses, including general use applications, consistent with domestic sales.
  - 32.7. The ADC does not consider transactions being of low volume, in and of itself, means that sales are not made in the OCOT. The sales appear to have all the indicia of a routine commercial domestic sale transaction in the country of origin.
33. Therefore, the ADC considers that the Three Transactions are relevant to ascertain an amount for profit under Section 45(2) of the Regulation, notwithstanding that the ADC had not conducted a proper verification on this issue.
34. It is Unistar's position that this finding is erroneous and disregards the nature of the Three Transactions being made not in the OCOT. Unistar's direct rebuttals to the ADC's responses in the SEF are provided below.



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35. In response to the ADC's responses in the SEF at page 38: -

35.1. We note that the ADC does not consider that transactions being of low volume, in and of itself, to mean that sales are not in the OCOT. Firstly, the ADC in fact similarly recognises that given the notably low number of transactions made in the domestic market by Unistar, this amounts to transactions being of low volume.

35.2. To further illustrate this, it is Unistar's position that the Three Transactions were equal to a total quantity of [quantity/rolls] that were sold during the investigation period. This represents [percentage] of the total sales of Unistar.

35.3. Secondly, even if the case were to be true that low volume is not in and in of itself to mean that sales are not in the OCOT (which Unistar denies), Unistar had previously listed and elaborated on a number of other considerations in the Comments that should have been taken into account in determining whether the transactions were made in the OCOT.

35.4. Furthermore, we deny that the end use of the goods does not bear relevance on sales as the difference and irregularity of the end use of the goods had resulted in different circumstances of the sales transactions.

35.5. A clear reason as to how the end use of the goods bear relevance to the sales is that the Three Transactions were not made in regular commercial relationship for its ordinary use i.e., as a concrete vapor barrier that prevents moisture from entering a concrete slab. This was not the end use of the Three Transactions, which resulted in them being one-off transactions to non-regular customers. This is already reason to prove relevance on sales.

35.6. However, even if the end use of the goods bears no relevance on the sales (which Unistar denies), the ADC had erroneously excluded other circumstances mentioned in the Comments, such as quantity and quick turnaround time, which had led to supply and production disruption and ultimately caused for difference in price. These are all valid considerations to be taken into account in determining OCOT and that the different circumstances clearly demonstrate to affect price comparability.

35.7. It is our submission that it would be unreasonable to not take into consideration the significant differences in the nature of these domestic sales. In order to achieve a fair comparison of the export price, profit on these transactions should not be used.

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## ERROR IN ADDING PROFIT MARGIN FROM THE OCOT TRANSACTIONS TO THE CTMS TO CONSTRUCT NORMAL VALUE

36. As the Three Transactions were not in the OCOT, the profit percentage to be added to the CTMS must be in accordance with Section 45(3) of the Regulation.

### Application of 45(3)(c) of the Regulation

37. Due to the unique circumstances of this particular case, Unistar requests for the ADC to consider making a determination of profit by utilizing any other reasonable method in accordance with Section 45(3)(c) of the Regulation.

#### Method 1: Export Sales to Australia

38. In the event Section 45(3)(c) of the Regulation is utilized, as Unistar runs an export orientated business where all of its sales are made primarily for the export market, Unistar requests for the ADC to adopt Unistar's profit margin based on its export sales to Australia.
39. Adopting Unistar's profit margin on its export sales to Australia is the most reasonable method to utilize because almost all Unistar's sales transactions in the Investigation Period, except the Three Transactions, were all export transactions. These export sales transactions to Australia provide a reasonable profit estimate made by Unistar on each of its transactions, bearing in mind that most of Unistar's sale transactions are to Australia.

#### Method 2: General Profit after Tax from Management Accounts

40. In the alternative, in the event Section 45(3)(c) of the Regulation is utilized to determine profit, Unistar states that the ADC may also adopt Unistar's general profit after tax from its [financial statements] for the Investigation period. This is a suitable method to be used because Unistar solely manufactures Builders' Film and no other products. Therefore, the company's total profit is a good reflection on the profit margin made on Unistar's [number] sales.
41. From an interest of justice perspective, Unistar states that it is unjust to attribute a profit margin based on three transactions in the domestic market to the CTMS, when Unistar's average profit margin for export sales during the Investigation Period to Australia is approximately [profit%] (which consists [number] of Unistar's sales), and [profit%] based on Unistar's total profit after tax based on Unistar's Management Accounts for the Investigation Period. Save

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for the Three Transactions, which Unistar has explained is not in the OCOT, Unistar never makes such high profit margins on any transactions.

42. It is also not in the interest of justice for a finding to be made that Unistar's total domestic sales transactions were not in the OCOT, but to later rely on the profit margins for these same domestic sales transactions which were not in the OCOT to determine a profit percentage.

## Method 3: Zero Profit

43. Alternatively, should Section 45(3)(c) of the Regulation be utilized to determine profit, Unistar proposes that the method of applying zero rate of profit may be adopted. The ADC has similarly done the same in past anti-dumping investigations.
44. Furthermore, in Termination Report No.348 into the alleged dumping of quicklime exported from Malaysia, Thailand and the Socialist Republic of Vietnam, where there was insufficient information available to the verification team to establish an actual amount of profit or to calculate profit under Section 45 of the Regulation, the ADC did not add an amount of profit in the construction of normal value.
45. Therefore, provided that there are insufficient sales in the domestic market to calculate a profit margin, if all other methods are not reasonable, and it is found that there is no information to derive profit for Unistar, it would be appropriate to not add an amount of profit in the construction of normal value.

## Application of 45(3)(b) of the Regulation

46. Alternatively, should the ADC be of the opinion that Section 45(3)(c) of the Regulation is not suitable, Unistar alternatively proposes the method of determining profit by identifying the weighted average of the actual amounts realised by other exporters or producers from the sale of like goods in the domestic market of the country of export laid out in Section 45(3)(b) of the Regulation may be applicable.
47. In the SEF, in particular at page 40, the ADC had identified that the exporter, Plastik V, had insufficient sales to calculate a normal value, and in that circumstance, had used an amount for profit based on the weighted average of the amounts realised by other exporters or producers from the sale of like goods in accordance with Section 45(3)(b) of the Regulation.

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48. Given the negligible volume of domestic sales made by Unistar which the ADC had similarly conceded to in the SEF at Page 38, the approach pursuant to Section 45(3)(b) of the Regulation could alternatively be used to determine profit.
49. Therefore, in the event Section 45(3)(c) of the Regulation is invoked, Unistar requests for the ADC to consider the following methods to be used to calculate the CTMS:
  - 49.1. Profit margin of Unistar's export sales to Australia during the Investigation Period;  
or
  - 49.2. Profit margin of Unistar's overall profit based on its [financial statements] for the Investigation Period; or
  - 49.3. No profit to be added.
50. Should the ADC not be favourable in applying Section 45(3)(c) of the Regulation, Unistar requests that the method under Section 45(3)(b) of the Regulation be applied i.e. determining profit by identifying the weighted average of the actual amounts realised by other exporters from the sale of like goods.

## PART B: APPLICANT NOT INJURED

51. The Applicant did not suffer material injury from the alleged dumping of the goods. A *prima facie* assessment of the available economic factors in the SEF reveal that the Applicant has not suffered any material injury. The economic factors provided below demonstrate the same.
52. Price Suppression & Price Depression (Page 51 of the SEF)
  - 52.1. The ADC concluded that the Applicant had suffered from price suppression and price depression. It is to note that there are many new competitors that have joined the market over the past few years and these competitors are in fact Australian companies. Davmar Industries Pty Ltd ("**Davmar**") admitted<sup>14</sup> that even they had suffered a decrease in margins as a result of this. This is common in almost all markets, involving importers or not. Typically, in any competitive market, competition would often drive down price and improve service levels.

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<sup>14</sup> Submission by Davmar Industries Pty Ltd dated 15 October 2021.

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52.2. It can further be noted that the ADC reviewed Davmar prices with ARC/InfraBuild and it is no longer accurate. Davmar experienced increased freight costs (which the Applicant is not exposed to) and that they have increased their prices three times with ARC/InfraBuild. Therefore, their prices have now increased to 19.8% to 23.8% higher, across all sizes, resulting in their prices being more expensive than that of the Applicant. This has stabilised the market regardless of whether or not one is an Australian manufacturer or an importer and thus anti-dumping duties should not need to be imposed on Malaysian exports.

## 53. Profit and Profitability (page 54 of the SEF)

53.1. The SEF merely provides a graph of the Applicant's profit and profitability of certain concrete underlay film in the Australian market since 1 July 2017. Graphs in and in of itself can be misleading and may not fully represent the contents of the original data in its entirety. There is no indexed data or summary provided in the SEF to further assess the severity and significance of such decrease of profit in the SEF. The graph is provided at page 54 of the SEF, Figure 6 and is provided below.

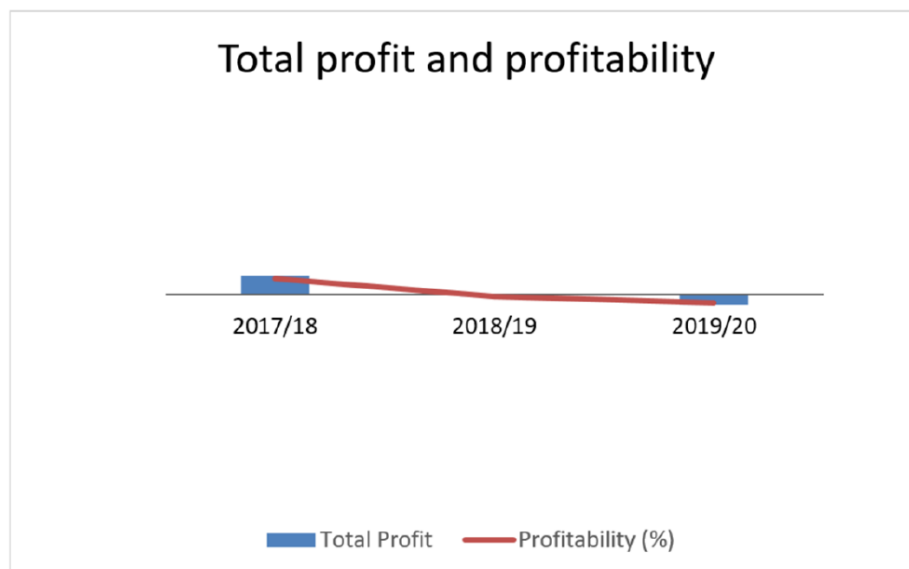


Figure 6 - Profit and profitability

53.2. In the Applicant's application, at page 23 under A-8 Injury; Answer to Question 2, the following tables have been provided. The tables are provided below.

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*Index of profit variations (model control code)*

	Mar 17 - Feb 18	Mar 18 - Feb 19	Mar 19 - Feb 20
<b>H-200-B</b>	100	88	75
<b>M-200-B</b>	100	113	63
<b>M-200-O</b>	100	110	25
<b>H-200-O</b>	100	59	37
<b>H-300-O</b>	100	105	104

*Index of profitability variations (model control code)*

	Mar 17 - Feb 18	Mar 18 - Feb 19	Mar 19 - Feb 20
<b>H-200-B</b>	100	90	77
<b>M-200-B</b>	100	108	60
<b>M-200-O</b>	100	99	21
<b>H-200-O</b>	100	60	38
<b>H-300-O</b>	100	103	102

- 53.3. It is to note that the Model Control Codes (“**MCC**”) sold and supplied in the Australian market exported from Malaysia i.e. the subject goods are H-200-B and M-200-B<sup>15</sup>. Based on the above tables, it can be noted that although a decrease in profits can be seen, the models other than the goods exported from Malaysia have also shown to decrease. In fact, the decrease in the models with MCC M-200-O and H-200-O have shown a far greater decrease than that of the models exported by Malaysia. This comes to show that although the Applicant may have experienced a decrease in profitability, the decrease largely seems to not be associated with Malaysian exports. This will further be explained in Part C.
- 53.4. It is also pertinent to add that it has been reported that the Applicant had increased its prices which had followed with an increase in sales volumes in 2021 as mentioned in the Applicant’s submission dated 7 September 2021 (“**Applicant’s Submission**”), and thus would have significantly increased its profitability.

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<sup>15</sup> Page 35 of the Applicant’s application.

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- 53.5. It should also be noted that their profits would have reduced as a result of price suppression and price depression as explained in paragraph 51, given that this is no longer occurring (had it even occurred), therefore anti-dumping duties should not need to be imposed as the Applicant is not experiencing injury.
54. Employment and Wages (page 58 of the SEF)
- 54.1. The Applicant had provided information at a total company level and it appears that they have not provided clear delineation between those involved in the production of the goods and other products. There is no evidence provided by the Applicant that prove that wages or employment had decreased in respect to its production and sales of like goods.
55. Productivity (page 58 of the SEF)
- 55.1. The Applicant reported that productivity had declined in 2018/19 and had increased in 2019/20 i.e. during the POI but it appears that the Applicant has not provided productivity figures in relation to its production and sales of like goods. Productivity is a crucial indicator of good business which may cause doubt to, if not, disprove a claim of injury.
- 55.2. In absence of this information, it may be unfairly advantageous to the Applicant and prejudicial toward Unistar and other Malaysian exporters in their ability to properly assess and respond to the Applicant's claims and the SEF.
- 55.3. Furthermore, factors that affect productivity include but is not limited to resources such as finance, material and employees. Provided that productivity is reported to have decreased in immediate years prior to the POI to which then increased during the POI, this demonstrates an inconsistency in the Applicant's injury claims.
56. Cash Flow Measures (page 58 of the SEF)
- 56.1. The Applicant had not provided the ADC data on its cash flow measures, and submitted that they sell like goods and other products that are non-subject goods to the same customers and therefore changes in cash flow relate to both subject and non-goods. Even if this is the case, available information ought to have been provided within the Applicant's application and the absence of that information,

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should result in a finding that the application is incomplete with regards to information that is material in being able to assess injury. It is on that basis that there should be no findings in relation to injury.

## 57. Decrease in Sales Volume (Page 49 of the SEF)

57.1. The ADC had concluded that the Applicant had suffered from a decrease of sales volumes, this is no longer accurate. Although the Applicant had lost their largest customer, ARC/Infrabuild during the POI, they have since began to supply the goods to Bunnings and their sales at Blackwoods/Wesfarmers, two of the largest buyers in Australia, have shown to increase and thus their sales volume has returned to pre-investigation levels.<sup>16</sup>

## 58. Decrease in Market Share (Page 50 of the SEF)

58.1. The ADC found that the Applicant's market share had declined during the POI, this is no longer accurate. The Applicant had lost market share when losing one large customer but then had regained market share when winning two larger customers.<sup>17</sup> Therefore, it is Unistar's position that the Applicant's market share is back to pre-investigation period if not, is currently better.

59. Based on the abovementioned economic indicators, the Applicant has failed to show injury.

## **PART C: NO CAUSATION OF INJURY (IF ANY) TO IMPORTS**

60. Even if the Applicant is found to have suffered material injury (which Unistar denies), there is failure in the SEF in showing the causal link between the purported dumping with the alleged injury suffered.

## 61. Price Suppression and Price Depression

61.1. The Applicant and the SEF concluded that the Applicant experienced injury in the form of price suppression and price depression during the POI. This conclusion was based on the increase in unit CTMS which is inconsistent with unit selling prices and that unit CTMS exceeded unit selling prices during the POI.

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<sup>16</sup> Submission by Davmar Industries Pty Ltd dated 15 October 2021.

<sup>17</sup> Submission by Davmar Industries Pty Ltd dated 15 October 2021.



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61.2. An index of the variation in unit CTMS and unit selling prices is provided at page 53 of the SEF, Table 15 and is provided below.

Period	2017/18	2018/19	2019/20
Unit Selling Price – weighted average (AUD/kg)	100	99	98
Unit CTMS – weighted average (AUD/kg)	100	101	100

61.3. From the above we can note that the CTMS had in fact decreased from Year 2 to the POI. We further note that the decline in unit price from Year 2 to POI is 1% and is similar to the decline from Year 1 to Year 2 with increase in CTMS in Year 2.

61.4. This could have been caused by the Applicant's own failure in ensuring that CTMS is low relative to that of its competitors. Having a high CTMS may be attributed to one's operational inefficiency, inability to obtain fairly priced raw materials and poor cost management. In other words, the alleged injury is self-inflicted.

61.5. The ADC had made reference to the application in which the Applicant had stated it had reduced prices in attempt to maintain supply contracts and increase its market share. However, in the contrary, the Applicant has recently been reported to have increased its prices of the goods in 2021. Despite having multiple Malaysian suppliers in the market, the Applicant had increased its prices and further experienced an increase in sales according to the Applicant's Submission. This further shows that price suppression and price depression is not an indicator of injury experienced by the Applicant and that Malaysian exporters were not the cause for the alleged injury the Applicant claimed to have faced.

## 62. Profit and Profitability

62.1. The SEF at page 62, under 8.7 stated that the Applicant had experienced a downward trend in profitability during the POI which is due to aggressive pricing decisions aimed at increasing sales volumes.

62.2. We refer to Applicant's application, at page 23 under A-8 Injury; Answer to Question 2, although a decrease in profit can be observed, models other than the models of the goods exported from Malaysia similarly show decrease. In fact, such decrease is even far greater than that of the models exported from Malaysia. Therefore, this

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insinuates that the decline in profit could not have been attributed to imports from Malaysia but have been a result of other external factors.

62.3. Nevertheless, as mentioned earlier in this submission, the Applicant had reported to have increased its prices and is experiencing increase in sales volumes. Therefore, the ADC concluding that the Applicant was forced to adjust prices to maintain sales volumes by ascribing this to dumping of imports from Malaysia is a questionable inference.

## 63. Loss of a Supply Agreement

63.1. At page 63 of the SEF under 8.9, the Applicant claimed that lost sales volumes and reduced market share stemmed from the loss of a supply agreement with GFG Alliance. The Applicant considers that the loss of sales volumes from the tender prices is a direct consequence of dumped imports from Malaysia undercutting its prices.

63.2. The ADC compared the Applicant's bids and noted that the Applicant's prices were not price competitive with imported goods from Malaysia as the Applicant was unable to reduce prices further while maintaining a profit margin for its sales.

63.3. Firstly, a loss of a supply agreement to certain Malaysian exporters is not reason enough to conclude that such loss is a cause of import dumping. Suppliers should be allowed to participate in competition in the market and considering the market for the goods in Australia is highly competitive in nature, having lost an agreement to other players in the market is part and parcel of engaging in such business.

63.4. Nevertheless, assuming but not conceding that the Applicant could not further reduce its prices as it would not be able to maintain profit margin, this may be a result of the Applicant's high CTMS in comparison to its competitors. It would be unfair to ascribe the Applicant's self-inflicted injury to competitors that have the ability to offer lower prices in the market.

63.5. It is also convenient of the Applicant to lodge an application at the time of when they had immediately lost their key account, and only then did the Applicant have an issue with imported stock and pricing.

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- 63.6. Additionally, the ADC concluded that the Applicant had suffered injury due to losing to a supply agreement of their largest customer to an Australian importer but there is no mention in the SEF of the many times that Australian importers have lost business to the Applicant over the past 15-20 years.<sup>18</sup>
- 63.7. Based on the abovementioned, it is erroneous for the ADC to have concluded causal link to dumping based on the assessment of the tender analysis.
64. Therefore, there are sufficient grounds to show that the Applicant's injury is not caused by the imports of the goods and thus there is no causation of injury to imports.

## PART D: MISCELLANEOUS CONSIDERATIONS

65. Unistar's prices of raw materials were [price] per kilogram in 2019<sup>19</sup> but is [price] per kilogram in 2021<sup>20</sup>, which is a [percentage] increase. Furthermore, Unistar has also experienced a significant increase in logistics cost particularly in relation to freight cost. In 2019, freight cost was [price] per container<sup>21</sup>, but in 2021 it had increased to [price] per container<sup>22</sup>. This is a whopping [percentage] increase.
66. Given the significant increase in Unistar's prices from 2019 to 2021 as a result of increase in logistics cost and raw material, Unistar's export prices have increased. In fact, competitively speaking, given that the Applicant is not exposed to the increase in freight cost, the Applicant has been experiencing an increase of sales volumes with higher prices than that of the POI.
67. Based on the above, it is clear that the Applicant is not suffering material injury but is in fact benefiting from the increase in logistics and raw material costs suffered by Unistar and other Malaysian exporters alike.
68. It would be unjust to impose anti-dumping duties onto Unistar given that their prices have increased and that the Applicant is not experiencing injury but instead is currently reaping the benefits of such increase.

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<sup>18</sup> Submission by Davmar Industries Pty Ltd dated 15 October 2021.

<sup>19</sup> Annexure 6 for [supplier's invoice] dated [date].

<sup>20</sup> Annexure 6 for [supplier's invoice] dated [date].

<sup>21</sup> Annexure 6 for [shipper's invoice] dated [date].

<sup>22</sup> Annexure 6 for [shipper's invoice] dated [date].

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## PART E: RESPONSES TO THE APPLICANT'S SUBMISSION DATED 7 SEPTEMBER 2021

69. The Applicant claimed that imports from Malaysia had increased in price and reduced in volume in response to the current ongoing investigation, and therefore is now reflecting more accurate levels of pricing and volume.
70. This is entirely untrue as the root cause for price increase and reduced volume is due to the economic impacts of the Covid-19 pandemic. The Covid-19 pandemic had caused for supply chains to be disrupted as a result of constant lockdowns that most, if not all, countries have faced or is currently facing.
71. The bulk of the increased selling price is attributed to the increase in freight cost and raw material cost as explained in Part D. Generally, increased freight costs cause for a rippling effect on cost overall.
72. Due to the Covid-19 pandemic, many raw material manufacturers are forced to shut down either due to government policies in place, cases of employees contracting Covid-19 which require manufacturers to shut down, or manufacturers themselves shutting down as a safety measure to avoid risk of Covid-19 infection among employees.
73. Moving down the manufacturing chain, increase in raw material costs alone contributes to less than [percentage] of the price hike, but freight costs have increased [number] in comparison to its prices prior to the Covid-19 pandemic.
74. This conclusively shows that such increase in price and reduction in volume of Malaysian imports is not associated with this ongoing investigation but is caused by the economic impacts that follow from the Covid-19 pandemic. Additionally, most manufacturers' sales have risen post-lockdown to catch up on their decrease in sales in the first half of 2021.

## PART F: LESSER DUTY RULE

75. We refer to the SEF in particular page 72, where it states that the ADC had calculated a non-injurious price ("NIP") for the cooperative exporters and all other exporters from Malaysia and concluded that the NIP is less than the normal values calculated for each of the exporters.
76. The SEF further states that it proposes to recommend that the Minister have regard to the desirability of applying to the Lesser Duty Rule to exports of the goods from Malaysia.

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77. Notwithstanding Unistar's firm stance that it had not dumped the goods into the Australian market, Unistar supports the application of the Lesser Duty Rule, in the event anti-dumping duties are imposed.

## LEGAL POSITION

### AD Agreement

78. Article 9 of the AD Agreement establishes the general principle that imposition of anti-dumping duties is optional, even if all the requirements for imposition have been met. It also provides the desirability of application of a "lesser duty" rule. Article 9.1 of the AD Agreement states that:

*9.1 The decision whether or not to impose an anti-dumping duty in cases where all requirements for the imposition have been fulfilled, and the decision whether the amount of the anti-dumping duty to be imposed shall be the full margin of dumping or less, are decisions to be made by the authorities of the importing Member. It is desirable that the imposition be permissive in the territory of all Members, and that the duty be less than the margin if such lesser duty would be adequate to remove the injury to the domestic industry.*

### Customs Tariff (Anti-Dumping) Act 1975 ("AD Act")

79. In respect of the application of the Lesser Duty Rule under the Act, Section 10(5B) provides that:

*(5B) If:*

- (a) the Minister is required to perform the function under subsection (5) in respect of goods the subject of a notice under subsection 269TG(1) or (2) of the Customs Act; and*
- (b) the non-injurious price of goods of that kind as ascertained, or last ascertained, by the Minister for the purpose of the notice is less than the normal value of goods of that kind as so ascertained, or last so ascertained;*

*the Minister must, in performing that function, have regard to the desirability of specifying a method such that the sum of the following does not exceed that non-injurious price:*

- (c) the export price of goods of that kind as so ascertained or last so ascertained;*
- (d) the interim dumping duty payable on the goods the subject of the notice.*

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## Dumping and Subsidy Manual

80. The Dumping and Subsidy Manual states that a lesser dumping duty may be imposed where the NIP of the goods is less than the normal value of the goods as ascertained by the Minister. It further provides that when the Lesser Duty Rule applies, the AD Act requires that the sum of the export price and the interim dumping duty payable does not exceed the NIP.
81. It further states that the ADC will generally derive the NIP from an unsuppressed selling price (“USP”). The USP is a selling price that the Australian industry could reasonably achieve in the market in the absence of dumped or subsidised imports.
82. The Dumping and Subsidy Manual provides for the methods of calculating the USP with the USP generally determined within the following hierarchy:
- 82.1. Industry selling prices at a time unaffected by dumping.
  - 82.2. Constructed industry prices – industry cost to make and sell plus profit.
  - 82.3. Selling prices of un-dumped imports.
83. The SEF at page 74 had concluded that the ADC ascertained a USP having regard to constructed industry prices, specifically industry cost to make and sell during the POI plus profit and relies on the Applicant’s verified profit margin for goods of the same general category. The profit for sales in the same period was used, as a proxy for a profit margin that could reasonably have been achieved.
84. Provided that within the SEF it has been concluded that the NIP is less than the normal value for all exporters of the goods from Malaysia, there is no reason for the application of the Lesser Duty Rule to not apply.
85. Unistar further states that Unistar’s dumping margin ought to be reduced because Unistar’s exports are not dumped prices as the dumping margin only exists because of the imposition of an irregularly high profit percentage on Unistar’s domestic CMTS.

## PART G: PUBLIC INTEREST

86. As seen from the above, it is our ultimate submission that there is no material injury caused to the Australian Industry by goods exported to Australia from Malaysia.

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87. Based on the SEF at page 66, the ADC observed that the Australian industry has capacity limitations, in terms of its inability to supply the goods to a significant proportion of the Australian market.<sup>23</sup> It is reported that the Applicant is currently operating at peak capacity and cannot take on more business.<sup>24</sup>
88. Should anti-dumping duties be imposed on Malaysian exporters, the Applicant will not be able to supply to the entire Australian market given the current high demand.
89. At a global level, this is not the time for economies to be setting up barriers of trade. Economies are facing unprecedented challenges in the wake of the Covid-19 outbreak. This has left many Australian companies on the verge of closure. The effect of the outbreak on manufacturing industries have been devastating. This includes 600% increase on International Sea Freight, shortage of raw materials (scrap plastic) and constant shipping delays.<sup>25</sup> If anti-dumping duties were to be imposed, it would affect Australian businesses and cripple competition.
90. In this regard, the ADC should take into consideration the impact of the imposition of the anti-dumping duties on Malaysian exporters, as not only would this create barriers of trade during this time of economic downturn, but it would also affect the industry of the goods given that the Applicant cannot sufficiently cater to the demand in the country.
91. Construction would likely be affected; construction workers would be unable to work, and this would further impact other industries that heavily depend on the construction industry.
92. Furthermore, after the Applicant had gained Bunnings and is expanding Blackwoods/Wesfarmers<sup>26</sup>, the Applicant would be at a manufacturing capacity and would not be able to supply to their smaller customers. If anti-dumping duties are imposed, many Australian importers could likely go out of business granting the Applicant a monopoly on the market. Not only would this mean that the Applicant could drive up prices but given they do not have the capacity to supply to the entire market, many would be left out.

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<sup>23</sup> Submission by Davmar Industries Pty Ltd dated 15 October 2021.

<sup>24</sup> Submission by Davmar Industries Pty Ltd dated 15 October 2021.

<sup>25</sup> Submission by Davmar Industries Pty Ltd dated 15 October 2021.

<sup>26</sup> Submission by Davmar Industries Pty Ltd dated 15 October 2021.

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## CONCLUSION

93. Based on the foregoing reasons, Unistar requests that the ADC:

93.1. Recalculate Unistar's profit margin derived for the constructed normal value having regard to all factors; and/or

93.2. Terminate this investigation on the grounds that no material injury has been established.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Srin', is positioned below the closing text.

C.c. Unistar Industries Sdn Bhd



## SUMMARY OF ANNEXURES PROVIDED IN THE CONFIDENTIAL VERSION<sup>27</sup>

Annexure 1	Company search result which sets out the nature of business of the customer.
Annexure 2	Unistar's Invoice, Unistar's Delivery Order, the customer's Purchase Requisition and the customer's Sales Tax Exemption.
Annexure 3.1	Email correspondence between Unistar and the customer, and the customer's Purchase Order.
Annexure 3.2	Unistar's Invoice, Unistar's Delivery Order, and the customer's Revised Purchase Order
Annexure 4	Company search result which sets out the nature of business of the customer.
Annexure 5	Unistar's Invoice, Unistar's Delivery Order, Unistar's Quotation, and the customer's Purchase Order.
Annexure 6	Suppliers' Invoice for raw materials and Shippers' Invoice for freight cost.

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<sup>27</sup> Annexure 1 to Annexure 6 contains confidential commercially sensitive information and confidential customer/client information. It is on this basis that Annexure 1 to Annexure 6 is sealed from the Public Record Version.