

23 December 2020

The Director, Investigations 2
Anti-Dumping Commission
GPO Box 2013
Canberra ACT 2600

BY EMAIL:
investigations2@adcommission.gov.au

Dear Director,

Review of Measures No. 566 concerning Steel reinforcing bar exported from Korea, Singapore, Spain (except Nervacero S.A.) and Taiwan (except Power Steel Co. Ltd.)

AUSTRALIAN INDUSTRY SUBMISSION

InfraBuild (Newcastle) Pty Ltd (**InfraBuild**), the applicant and a member of the Australian industry producing like goods to the goods the subject of this review, refers to the Exporter Questionnaire responses (**EQR**) completed by exporters Daehan Steel Co. Ltd (**Daehan**) and Compañía Española de Laminación S.L. (**Celsa Barcelona**) and makes the following observations and comments in response.

1. Celsa Barcelona

1.1 Date of Sale

The EQR for Celsa Barcelona states in relation to both export and domestic sales that the date of proforma invoice or order confirmation has been used as the date of sales without consideration given to the Anti-dumping Commission's (**Commission**) evidentiary threshold requirements. Celsa Barcelona simply state "*Consistent with Celsa's sales policies and contracts, the date of proforma invoice has been reported as the date of sales*" (for Australian export sales) and "*Celsa Barcelona sees the date of order confirmation as being the most appropriate because it is the date when the parties establish the terms of sale* (for domestic sales).¹"

The Anti-dumping Commission (**Commission**) *Dumping and Subsidy Manual* (**Manual**) clearly states:

*Where a claim is made that a date other than the date of invoice better reflects the date of sale, the Commission will **examine the evidence** provided.*

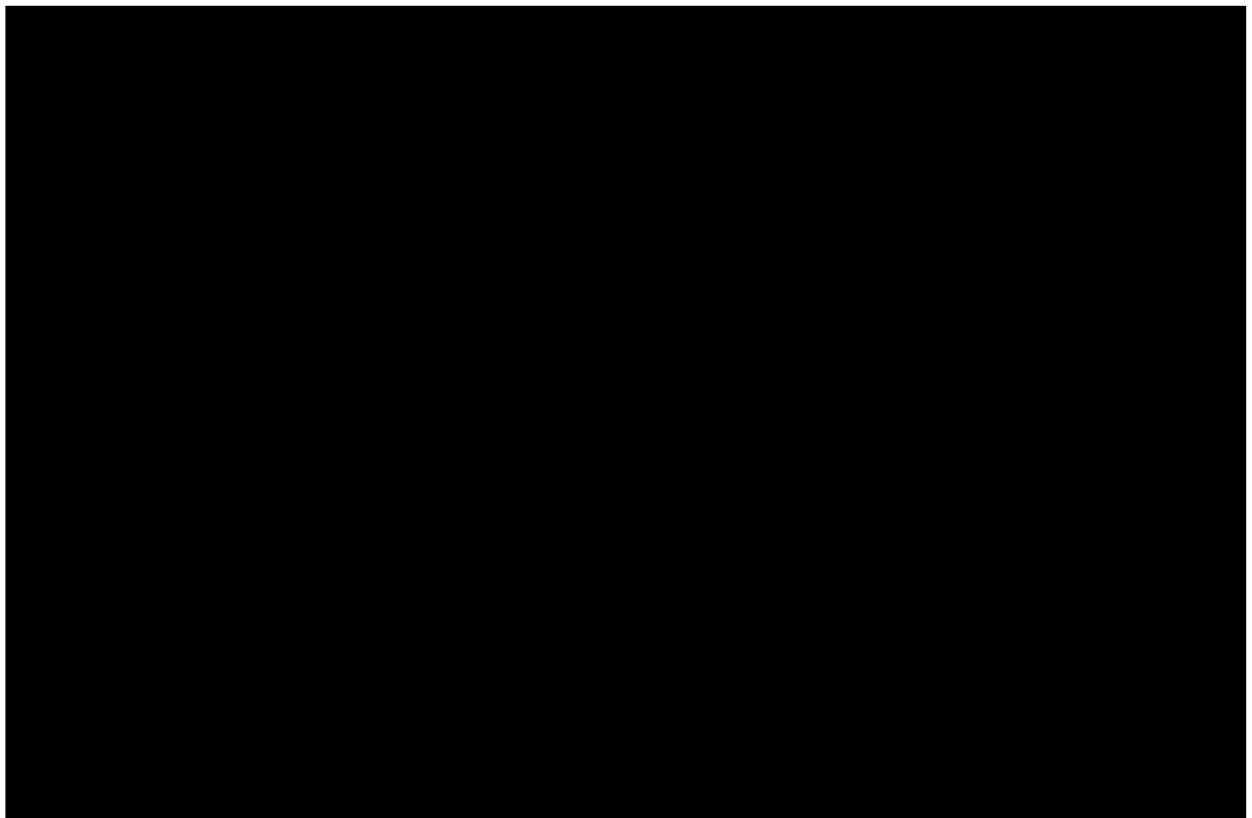
¹ EPR 566/011 at pp 19 and 27

And further,

Any claim for an adjustment would need to substantively address:

- *whether, why, and to what degree, the considerations in determining price differed between export and domestic sales;*
- ***whether the materials cost differs at the time of subsequent invoicing of that export sale (compared to domestic sale invoices in the same invoice month of that export sale) having regard to factors such as the production schedules for domestic and export; and lead times for purchasing main input materials;***
- ***whether contracts were entered into for the materials purchases, and materials inventory valuation.***² [emphasis added]

Given that during the review period (1 July 2019 to 30 June 2020) volatility was observed in Southern European scrap prices, a key raw material input to Celsa Barcelona's rebar production cost, an examination of the raw material cost difference applicable to invoicing of the export and domestic sales is required before the Commission decides whether the exporter claim for a date of sales other than invoice date is justified in this instance.




CONFIDENTIAL Graph 1: Scrap price [REDACTED]

According to the Commission's TRINDEX, the bulk of the Spanish rebar exports during the review period arrived in Australia in May and June 2020.

This aligns with InfraBuild's market intelligence of exports from the [REDACTED] – refer Confidential Table 1, below.

² Dumping and Subsidy Manual at p66



CONFIDENTIAL Table 1: Export Information (Source: )

InfraBuild requests that the Commission establish which date of sale (invoice date or proforma invoice date/order confirmation date) provides the best alignment with the costs of production for the export and domestic sales, having regard to factors such as ‘*the production schedules for domestic and export*’ and ‘*lead times for purchasing main input materials*’ as directed by the *Manual*.

In *Investigation No. 418*, during a verification visit to Celsa’s other Spanish rebar producing facility, Nervacero S.A. (**Nervacero**), the Commission reported after careful consideration of the company’s costing system, in SEF418:

- “*transactions are recognised as sales in the accounting system on invoice date;*
- *in its CTMS data Nervacero allocated quarterly SG&A costs using sales volumes determined based on invoice date;*”³

Assuming common costing systems and practices apply across the Spanish Celsa Group entities, it is clear that the cost allocations to sales in the Celsa system are done on invoice date, not proforma invoice date or date of order confirmation.

In *Dumping Investigation No. 264*, the exporter visit report for Celsa entities Nervacero and Celsa Barcelona reported:

“*Both companies recorded the date of sale as the date of the sales invoice.*”⁴

In Nervacero’s submission in response to SEF 418 (where the exporter also requested date of sale to be date of proforma invoice), the following statement was made:

“*Nervacero accepts that it did not put forward its view regarding the date of its sales, and that it simply followed the Commission’s “default” position in Investigation 264. However, nothing turned on that distinction at the time, because on the basis of the company’s*

³ SEF 418 at p 33

⁴ EPR 264/071 at p 21

calculations it was not engaged in dumping no matter which date of sale was used for comparison purposes.⁵ [emphasis added]

It is InfraBuild's view that the Spanish Celsa Group entities, including Celsa Barcelona, will *...on the basis of the company's calculations...* as guided by their mutual legal representative, determine whether their dumping margin outcome *...turns on a distinction* of one date of sale compared to another and decide which to nominate accordingly. We ask that the Commission, in conformance with the requirements of the *Dumping and Subsidy Manual*, determine whether the factors required for consideration, particularly with respect to raw material costs, justify the claim of the exporter for a departure from the 'invoice date' as the date of sale in this instance.

InfraBuild notes that the *Manual* further states:

*"Using the contract date for export sale is **most likely to have application** in situations where the production process takes a long time—for example, manufacturing items of heavy capital equipment causing delivery to occur well after the sale has taken place."*⁶

The production of a commodity product, ie. reinforcing bar, for either domestic or export sale is clearly not the type of scenario envisaged by the *Manual* where the use of the 'contract date' for export sale is considered appropriate – steel reinforcing bar is not an example of "heavy capital equipment".

Claims for adjustment to date of sale by CELSA entities rejected by US authorities

In the US Anti-dumping investigation of Carbon and Alloy Steel Wire Rod from Spain⁷, with a period of investigation of calendar year 2016, the CELSA affiliated entities similarly argued:

"...the Order Confirmation Date is the Date of Sale for all Home-Market and US Sales..."
and,

*"CELSA believes and has demonstrated that the material terms of sale are fixed on (and do not change after) the date of the order confirmation..."*⁸

In that matter, the International Trade Administration of the US Department of Commerce did not find that the evidence presented by the CELSA entities supported a departure from the established practise under Section 351.401(i) of the Department's regulations of applying the invoice date as the date of sale:

*"After examining the record, the Department has determined that **there is insufficient evidence demonstrating that a date other than invoice date better reflects that date on which the material terms of sale were established.** Given that the price and quantity were not finalized until issuance of the first invoice, we find that the material terms of sale are established on the date of first invoice."*⁹ [emphasis added]

⁵ EPR 418/051 at p 4

⁶ Dumping and Subsidy Manual at pg 63

⁷ Case No. A-469-816

⁸ Non-Confidential attachment A at p 1

⁹ Non-Confidential attachment B at p 20

InfraBuild asks the Commission to consider here also, whether the price and quantity of Celsa Barcelona export and domestic sales may be subject to change until the sales invoice is issued. Applying a proforma invoice date for date of sale is tantamount to accepting that no Celsa Barcelona customer ever asks for an increased order quantity (usually expecting a lower price in return) or ever cancels an order or that the mill never renegotiates pricing with a customer when subjected to rapidly changing raw material prices or production delays between the date when the proforma invoice is issued and the actual quantity is rolled and invoiced for sale.

1.2 Exported goods and like goods

1.2.1 Modification to Model Control Codes (MCC)

It is unclear why Celsa Barcelona is proposing that the Commission's MCC category for nominal diameter should be revised simply *...to reflect the product differentiation at Celsa Barcelona...* as they appear capable of providing the export and domestic sales models categorised to the Commission's MCC categories. Given Celsa Barcelona only report to have exported rebar in coils in the 12 to 16mm diameter category (standard run-of-the mill products, in no way unique to Celsa) during the review period, InfraBuild sees no justification for the proposed changes. The Commission's 'Practice' outlined in *Anti-dumping Notice No. 2018/128 Introduction of Model Control Codes* states, concerning modifications to MCC's:

*"Such modification may be considered, for example, where certain models sold by the exporter do not align within the proposed MCC structure, such as models specific to the exporter; unanticipated factors that the Commission did not have regard to in determining the MCC; or new information on the characteristics that is put before the Commission."*¹⁰

There are no special, unique diameters of rebar produced by Celsa Barcelona to justify the additional differentiation requested by the exporter – InfraBuild opposes the proposed exporter-specific modification to the established rebar MCCs.

1.2.2 Adjustment claims

1.2.2.1 Import duty of 5%

The exporter contends that the 5% import duty payable by importers on arrival of Spanish rebar into Australia means:

"...that Celsa Barcelona's export and domestic prices for like goods are "modified in different ways by taxes, or the terms or circumstances of the sales to which they relate." Accordingly, we submit that proper adjustment should be made to account for the effect of the 5% import

¹⁰ ADN 2018/128 at p21

duty applicable to Celsa Barcelona’s exports, pursuant to section 269TAC(8) of the Customs Act 1901.”¹¹

It is InfraBuild’s view that the due allowance provisions contained in section 269TAC(8) are those applicable to the exported goods (relative to domestic sales of goods) at an FOB level, that is, at the time of export. Post-exportation expenses, such as import duty payable by the importer, are not relevant considerations in the application of these provisions.

The Manual helpfully clarifies the difference in taxes, applicable at the point of export, where a section 269 TAC(8) adjustment to normal value may be considered:

“Downward adjustments are made to domestic prices if any taxes or duties on those goods (including taxes or duties on materials or components incorporated in the goods) are not included in the price of the exported goods because of remissions, refunds or exemptions. The remission, refund or exemption of indirect taxes or import duties refers to relief from those duties and taxes imposed on all inputs that are consumed in the production of the exported goods e.g. on energy (fuel, oil etc.).”¹²

The exporter’s claim for an adjustment for the import duty of 5% must be refused.

1.2.2.2 Physical difference adjustment

The MCCs for the goods sold domestically and exported by Celsa Barcelona have been categorised by the exporter as follows:

Domestic sales models - Celsa Barcelona																		
	Prime	Non-Prime	Min yield strength				Form		Diameter				Length			Deformation Pattern		
			<=300	300-480	>480-550	>=550	Straight	Coil	<12mm	12-16mm	>16-32mm	>32mm	<=6m	>6-12m	>12m	Coil	Thread	Non-Thread
	P	N	A	B	C	D	S	C	A	B	C	D	1	2	3	C	T	N
• N-C-S-B-1-N																		
• N-C-S-C-1-N																		
• P-B-C-A-C-N																		
• P-C-C-A-C-N	1	X			X		X			X			X					X
• P-C-C-B-C-N	2	X			X		X				X		X					X
• P-C-C-C-C-N	3	X		X				X	X							X		X
• P-C-S-A-1-N	4	X			X			X	X							X		X
• P-C-S-A-2-N	5	X			X			X		X						X		X
• P-C-S-B-1-N	6	X			X			X			X					X		X
• P-C-S-B-2-N	7	X			X		X		X				X					X
• P-C-S-B-2-N	8	X			X		X		X					X				X
• P-C-S-B-3-N	9	X			X		X			X			X					X
• P-C-S-C-1-N	10	X			X		X			X				X				X
• P-C-S-C-2-N	11	X			X		X			X					X			X
• P-C-S-C-2-N	12	X			X		X				X		X					X
• P-C-S-C-3-N	13	X			X		X				X			X				X
	14	X			X		X				X				X			X

Export sales models - Celsa Barcelona																		
	Prime	Non-Prime	Min yield strength				Form		Diameter				Length			Deformation Pattern		
			<=300	300-480	>480-550	>=550	Straight	Coil	<12mm	12-16mm	>16-32mm	>32mm	<=6m	>6-12m	>12m	Coil	Thread	Non-Thread
	P	N	A	B	C	D	S	C	A	B	C	D	1	2	3	C	T	N
• P-C-C-B-C-N	1	X			X			X		X						X		X

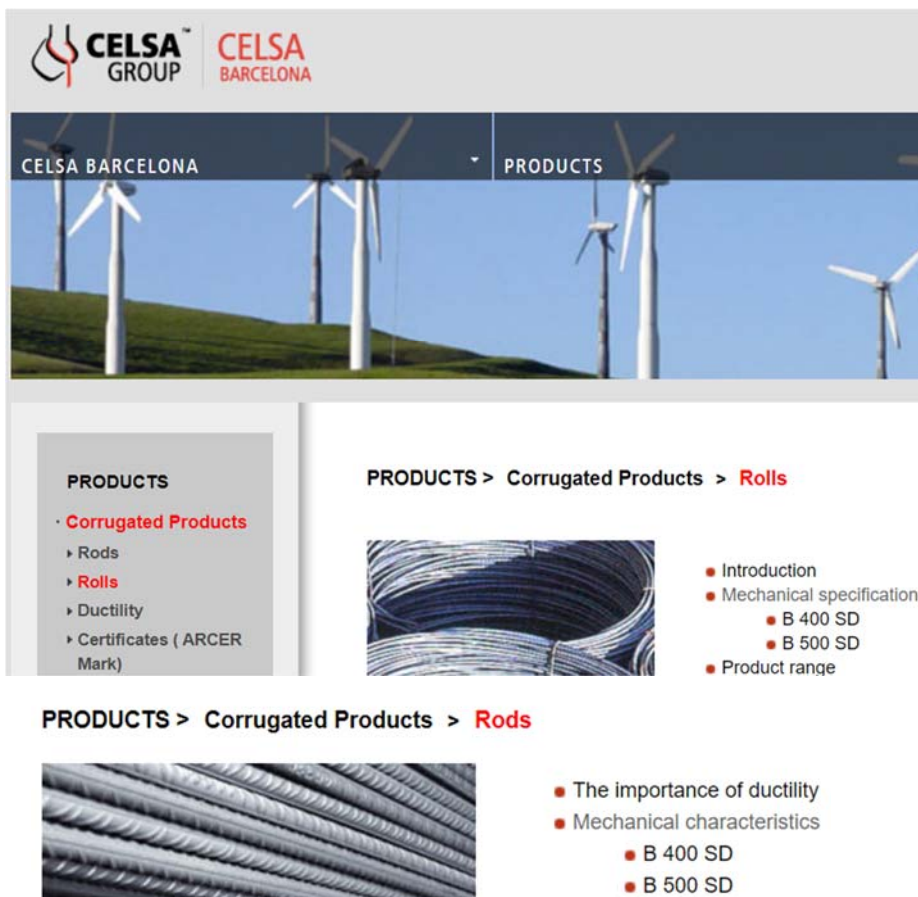
¹¹ EPR 566/011 at p32

¹² Dumping and Subsidies Manual at p67

InfraBuild notes that “non-prime” models have been included in the domestic sales list. Without further information on these sales (or what constitutes the ‘non-prime’ nature of their classification), it is InfraBuild’s view that these sales should be excluded by the Commission for normal value determination or adjustment purposes.

InfraBuild also notes that there is only a single MCC (item 3 in table above) reportedly produced and sold by Celsa Barcelona during the review period that has been classified as subcategory ‘B’ in the minimum yield strength category ie. having minimum yield strength requirement of 300 to 480MPa.

Given that the Celsa Barcelona website lists both Grades B 400 SD (min yield strength 400MPa) and B 500 SD (min yield strength 500MPa) for it’s range of rebar in coils (rolls) and straight lengths (rods), InfraBuild requests that the Commission verify whether any domestic sales (of B 400 SD) supplied by the exporter have inadvertently been misclassified as category C.



In Celsa Barcelona’s EQR, there is a claim by the exporter that “an adjustment to the normal value is required to account for the physical/grade differences between the goods exported to Australia [CONFIDENTIAL TEXT DELETED – information about product types]”

The only other information proffered by the exporter in relation to this adjustment claim is the following:

*“Due to the physical difference of grade between domestic and export goods, which reflects the **cost** and price difference, adjustment is required to ensure a fair comparison of the goods. Celsa Barcelona has identified such difference by reference to the provided [sic] the calculation of the physical difference adjustment in Attachment G-3 – Domestic **CTM** [CONFIDENTIAL ATTACHMENT]”*

The reasoning behind Celsa Barcelona’s request for an adjustment is entirely opaque, showing contempt for the procedural fairness and transparency that the Anti-dumping Review process is expected to facilitate through public record disclosure for interested parties to make substantive submissions – or at the very least understand the nature of the argument. The MCCs provided by the exporter give no insight into the justification for an adjustment claimed for grade difference – apart from the single domestic sales grade categorised as ‘B’ for minimum yield strength, all other domestically sold grades and the exported grade have been categorised as grade ‘C’.

The exporter has provide a calculation in support of an adjustment to the Commission based on their domestic **cost to make** spreadsheet. The requirement *that due allowance be made in each case, on its merits, for differences which “affect price comparability”*¹³ [emphasis added] appears to be a superfluous consideration to this exporter.

2. Daehan Steel Co. Ltd (Daehan)

2.1 Adjustment Claims

2.1.1 Physical characteristic adjustment

In the recently concluded *Continuation Inquiry No. 546*; that included an assessment of variable factors related to Daehan; InfraBuild notes the following statement made by the Commission in relation to Daehan’s provision of domestic sales information:

“Daehan was not able to provide relevant source documentation or respond to the Commission’s queries regarding certain aspects of the data and information that it had submitted in its REQ at the conclusion of the remote verification.”

And consequently,

“...the Commission was not satisfied of:

- *the completeness, relevance and accuracy of a portion of Daehan’s sales of like goods on the domestic market; and*
- *the completeness, relevance and accuracy of Daehan’s CTMS in respect of the goods and like goods.”*¹⁴

There is a six-month overlap between the inquiry period for *Continuation Inquiry No. 546* and the current period of review (566), and it is unclear whether the deficiencies identified in the data provided by the exporter to the Commission in the earlier continuation inquiry (546) have been

¹³ Dumping and Subsidy Manual at p64

¹⁴ REP 546 at p38



addressed by Daehan in the current matter. Nonetheless, the exporter is urging the Commission to again consider making a price adjustment “in a consistent manner with the previous review”¹⁵.

Daehan outlines their claim for a physical characteristic adjustment as follows:

“With respect to model matching according to MCC structure mandated by the Questionnaire, an export MCC “P-C-C-C-N” has no identical MCC sold on the domestic market during the review period. In accordance with the Commission’s practice in the previous review, the surrogate price of the most similar model sold in the ordinary course of trade on the domestic market will be used to compare with the export price.

“The most similar MCC will be “P-C-C-B-C-N” in the domestic sales according to the model matching hierarchy that MCC structure provides, and a proper adjustment for the price difference caused by the physical characteristic difference should be made. In other words, unit price variance between “B” and “C” in MCC category of nominal diameter should be adjusted based on the standard price list for the domestic market as provided at Attachment D-1.3. As identified at the price list, the thicker the diameter is, the lower the price becomes, and the unit price variance between “B” and “C” can be reasonably quantified at XXXXX KRW/MT. Therefore, in order to ensure fair comparison, the price variance of XXXXX KRW/MT should be considered in a consistent manner with the previous review.”¹⁶

Daehan is asking the Commission to apply an adjustment to domestic sales of model ‘P-C-C-B-C-N’ based on a *standard price list for the domestic market*. Surely any such adjustment should be based on the exporter’s actual verified domestic sales as evidence of the actual realised difference in price for rebar sold with different nominal diameters, not a *standard price list*.

Given the basis for the calculated adjustment provided by the exporter is the claim that the standard price list shows that “*the thicker the diameter is, the lower the price becomes*”, this should be readily verifiable by assessing a complete, relevant and accurate domestic sales listing provided by the exporter.

The MCCs for domestic and export sales provided by the exporter in their EQR are categorised as follows:

Export sales models - Daehan																			
		Prime	Non-Prime	Min yield strength				Form		Diameter				Length			Deformation Pattern		
				<=300	300-480	>480-550	>=550	Straight	Coil	<12mm	12-16mm	>16-32mm	>32mm	<=6m	>6-12m	>12m	Coil	Thread	Non-Thread
		P	N	A	B	C	D	S	C	A	B	C	D	1	2	3	C	T	N
P-C-C-B-C-N	1	X				X			X		X						X		X
P-C-C-C-C-N	2	X				X			X			X					X		X

¹⁵ EPR566/010 at p48

¹⁶ EPR566/010 at p48



Domestic sales models - Daehan																			
	Prime	Non-Prime	Min yield strength				Form		Diameter				Length				Deformation Pattern		
			<=300	300-480	>480-550	>=550	Straight	Coil	<12mm	12-16mm	>16-32mm	>32mm	<=6m	>6-12m	>12m	Coil	Thread	Non-Thread	
			A	B	C	D	S	C	A	B	C	D	1	2	3	C	T	N	
1	X		X				X		X					X					X
P-A-S-A-2-N	2	X	X				X			X					X				X
P-A-S-B-2-N	3	X	X				X				X			X					X
P-A-S-C-1-N	4	X	X				X				X				X				X
P-A-S-C-2-N	5	X		X				X	X							X			X
P-B-C-A-C-N	6	X		X				X		X						X			X
P-B-C-B-C-N	7	X		X			X		X						X				X
P-B-S-A-2-N	8	X		X			X			X				X					X
P-B-S-B-1-N	9	X		X			X			X					X				X
P-B-S-B-2-N	10	X		X			X				X			X					X
P-B-S-C-1-N	11	X		X			X				X				X				X
P-B-S-C-2-N	12	X			X			X	X							X			X
P-C-C-A-C-N	13	X			X			X		X						X			X
P-C-C-B-C-N	14	X			X		X		X						X				X
P-C-S-A-2-N	15	X			X		X			X				X					X
P-C-S-B-1-N	16	X			X		X			X					X				X
P-C-S-B-2-N	17	X			X		X				X			X					X
P-C-S-C-1-N	18	X			X		X				X				X				X
P-C-S-C-2-N	19	X				X	X			X					X				X
P-D-S-B-2-N	20	X				X	X				X			X					X
P-D-S-C-1-N	21	X				X	X				X				X				X
P-D-S-C-2-N																			

There are multiple options for the Commission to test the validity of the assertion made by the exporter that “the thicker the diameter is, the lower the price becomes” and further the quantum of the adjustment claimed based on the domestic MCCs provided by Daehan. For domestically sold rebar models 8 and 10, 9 and 11, 15 and 17, 16 and 18 highlighted in the table above, the difference observed for each of these pairs of models is the characteristic of nominal diameter (one model appears in subcategory ‘B’ and the other in subcategory ‘C’). A comparison of sales prices for these model pairs will provide some insight into the validity of the adjustment claim, that is, when all other physical characteristic categories are the same, is nominal diameter model ‘C’ sold at a lower price than model ‘B’? No adjustment should be entertained for physical characteristics where “no demonstrable effect on the selling price of the goods has been observed¹⁷”

InfraBuild further provides domestic Korean pricing information that suggests a more detailed examination of the domestic sales and export sales composition is required in consideration of whether an adjustment is required – refer to CONFIDENTIAL ATTACHMENT 2. If Daehan produces and sells 12 and 16mm (subcategory ‘B’) rebar in coil on the domestic and export market but only sells 20mm (subcategory ‘C’) rebar in coil on the export market, Daehan is contending that their standard price list has 12 and 16mm rebar selling at a higher price list domestically than 20mm rebar (thus requiring the claimed adjustment). The domestic Korean rebar pricing information does not support this contention – the [REDACTED] rebar appear to be priced at the same point.

In the event that the Commission is again unable to ascertain Daehan’s normal value by the conventional legislative means in this Review due to the Commission not being satisfied of the completeness, relevance and accuracy of the exporter’s sale of like goods on the domestic market and its CTMS in respect of the goods and like goods, InfraBuild submits that the information contained in CONFIDENTIAL ATTACHMENT 2 be used. The normal value for Daehan may be determined under s.269TAC(6), having regard to all relevant information: the verified normal value last determined by the Minister in respect of Daehan in Review 486/489 adjusted by the movement

¹⁷ Dumping and Subsidy Manual at p67

in the published pricing information relevant to the Korean domestic market for rebar between the review period relevant to Review 486/489 and the current review period, by reference to the information provided in CONFIDENTIAL ATTACHMENT 2.

2.1.2 Inventory carrying cost adjustment

The Daehan EQR provides the following:

“As described at Section D-1, the domestic sales are normally made from inventory whereas the export sales are from order production. Therefore, the opportunity cost from the time of final production to the domestic sales (i.e., shipment date from factory which has been reported as invoice date) should be treated in the same manner with the imputed credit costs. DAEHAN reports its inventory carrying costs in the field “Other Expenses (inventory carrying cost)” using actual inventory information.

*“Inventory Carrying Cost = Unit CTM * Average Inventory Carrying Period / 365 * Short-term Rate (KRW) * Q'ty sold”*

The feasibility of this claim for adjustment was previously assessed in some detail by a visit team conducting an exporter verification visit at Daehan in *Anti-Circumvention Inquiry No. 452*.

“Daehan explained that, generally, domestic sales are made from inventory, but export sales are made to order and that production is arranged to coincide with shipping times.

“Inventory carrying costs were calculated by Daehan for each domestic transaction using the cost to make, the inventory carrying period and the short term interest rate (as discussed above, the short term interest rate required a minor [sic] amendment which meant that inventory carrying cost calculations also required a minor amendment). Daehan provided a summary of the sales quantity and ending inventory quantity for coil and straights and inventory ledgers supporting the figures for one month of the inquiry period.

“The Dumping and Subsidy Manual refers to inventory carrying costs in the discussion of due allowances. The requirement is that evidence be provided that the costs are different for domestic and export markets and that this has an impact on price comparability.

“The visit team noted that the ending inventory quantities in the inventory ledger for coil included not only grades relevant to the domestic market but grades exported to Australia and other export markets. The evidence provided did not demonstrate differences in the costs and any consequential impact on price comparability. Although this claim for an adjustment was allowed in the original investigation no. 264, the facts appear to be different now. Therefore the visit team considers that an adjustment is not warranted.”¹⁸[emphasis added]

¹⁸ EPR452/008 Verification Report Exporter Daehan at p13-14



InfraBuild submits that a detailed assessment of the exporter's claim is again required and where the evidence does not demonstrate differences in the costs and any consequential impact on price comparability, the claimed adjustment must not be made.

2.1.3 Technical support expense

The exporter provides the following in relation to an adjustment claim for technical support expense:

*"The technical support expenses incurred for domestic sales of like goods are reported in the field "Technical Support". To promote DBIC sales in domestic market, DAEHAN provided the technical support such as technical service, repair as well as consultation to specific customers who purchased DBIC products how to handle or process those products. A calculation worksheet is provided in Attachment E-4.3(2)."*¹⁹

The validity of this claim was also previously afforded a detailed assessment by the Exporter Verification Visit team in *Anti-Circumvention Inquiry No. 452*:

"During the inquiry period, Daehan provided specific customers with technical support services free of charge and incurred additional costs in doing so. Daehan explained that it is the only Korean producer that sells coiled rebar on the market and it provides a technical support service to customers that lease coil processing equipment in order to encourage the use of coils rather than straights. The technical service support costs relate to the employees who visit the customer's premises.

"After sales costs are discussed at page 74 of the Dumping and Subsidy Manual. The Manual at page 61 also says that where an adjustment is based on costs, it is subject to the principle that adjustments will be made only where evidence indicates that price comparability has been affected.

"We reviewed Daehan's claims and note the following:

- *the expense incurred can be traced through the accounting system;*
- *the technical support services are linked indirectly to the sale of coils but are provided in relation to further processing the like goods (to produce downstream products which are not like goods);*
- *the technical support service cost does not appear to be factored into pricing of like goods, therefore does not affect price comparability between export sales and domestic sales. This was supported by the visit team's pricing analysis which compared the selling prices Daehan charged to the customers receiving the services with the selling prices charged to other customers.*

*"The visit team does not consider that an adjustment of this nature is warranted in the circumstances."*²⁰ [emphasis added]

¹⁹ EPR566/010 at p47

²⁰ EPR452/008 at p12-13



InfraBuild submits that if the circumstances assessed in this instance reveal the same findings, i.e. technical support services provided by Daehan relate to further processing of the like goods and the cost does not affect price comparability between export and domestic sales, then the adjustment claim for technical support should again be denied.

Please do not hesitate to contact your InfraBuild Steel representative on record with any questions.

FOR AND ON BEHALF OF THE

AUSTRALIAN INDUSTRY APPLICANT