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21 October 2019

Ms L Blumberg
Member
Anti-Dumping Review Panel
c/- Anti-Dumping Review Panel Secretariat
10 Binara Street
Canberra
Australian Capital Territory 2600

By email

Dear Member

ADRP review - ammonium nitrate from China, Sweden and Thailand Submission of Downer EDI Mining-Blasting Services Pty Ltd

We refer to the Notice published by the Anti-Dumping Review Panel ("the Review Panel") under Section 269ZZI of the *Customs Act 1901* ("the Act") dated 20 September 2019 pursuant to which the abovementioned review was initiated.[1]

As you know, we are the lawyers for Downer EDI Mining-Blasting Services Pty Ltd ("DBS"). This is the interested party submission of DBS lodged under Section 269ZZJ of the Act.

The Notice aptly summarises the grounds of DBS's application for the review,[2] as follows:

1. *It is not correct or preferable to find that material injury "has been" or "is being" caused to the Australian industry in that:*

   a. *'Material' injury was not caused by dumping, and if there was any injury, it can only have been immaterial, insubstantial and insignificant;*

   b. *Mandatory injury factors were not considered over the injury investigation period;*

   c. *Incorrect and inappropriate application of "but for" test.*

2. *It is not correct or preferable to find that the exports from Sweden should be cumulated with other exports.*

It is not the intention of this interested party submission to repeat the matters set out in DBS's application or those in its written response to the written response of the Anti-Dumping Commission

1 See Section 269ZZI Notice.

2 See DBS's Application for Review.

("the Commission") to the Review Panel's pre-initiation questions, as were discussed on the occasion of the Section 269ZZHA conference conducted by the Review Panel in this matter on 4 September 2019 ("the 4 September conference").

Rather, this interested party submission comprises:

- a further critique of matters that have come to light by reason of the 4 September conference and the written submissions generated as a result of that conference, going to ground 1 of DBS's application for review;
- further submissions with respect to matters going to ground 2 of DBS's application for review; and
- a re-summation of DBS's main contentions in this review.

We trust this will be of assistance to the Review Panel, and remain available to provide the Review Panel with further information in any future conferences convened under Section 269ZZHA or as the Review Panel might otherwise request.

A Report 473's post-investigation period findings are unsafe and must be disregarded

In our view, the consideration of a "post-investigation period" in Report 473 represents an attempt to expand the appearance of injury caused by dumping, when the facts quite evidently could not justify such a finding with respect to the period of investigation. This concern is foundational to all three sub-grounds of ground 1 of DBS's application for review.

It is a misnomer to speak of the post-investigation period as if it involved an investigation, because there was no investigation of that period. The investigation was delayed long enough for a certain contract or contracts to be entered into, and then a calculation was undertaken to determine a percentage – a "profit foregone" percentage – which has then been put forward by Report 473 in support of a link between dumping and injury that could be said to be material.

But a *calculation* cannot replace the need for an *investigation*. A calculation must be based on facts, not untested assumptions. If a calculation purports to identify something that is relevant for the purpose of its conclusions, then that relevance must not be weighed-up in isolation to other relevant considerations.

In this investigation the advised period of investigation was from 1 April 2017 to 31 March 2018. The "post-investigation period" was not defined in the Final Report. In DBS's application for this review the assumption was made that the post-investigation period extended until the date of the Statement of Essential Facts ("the SEF"),[3] which was issued on 25 February 2019.[4]

Clarity has still not emerged about the "post-investigation period". Our notes of the 4 September conference indicate that the Commission's representative was asked by the Review Panel to define the post-investigation period. The Commission's representative first related the question to the period in which contracts that had not been entered into during the investigation period were then entered into

3 See Statement of Essential Facts 473.

4 See footnote 10 of DBS's Application for Review and the text to which that footnote is appended.

after the investigation period. Those contracts were described by the Commission's representative as *"contracts to commence following the investigation period at a future date"*. This did not define a period, thus the Commission's representative was asked what the *"outer limit"* of the period was. The Commission's representative said that the *"outer limit"* was a year, and related this back to the acts of entering into those contracts, saying words to the effect of *"some…commenced sort of obviously shortly after or not long after the investigation period"*.

The date which was one year after the close of the investigation period was 1 April 2019. However the SEF, the facts and conclusions of which were not advanced in the Final Report on this topic,[5] was published on 25 February 2019. This was before the outer limit of the period that was advised to the Review Panel as being the post-investigation period and therefore contradicts that advice. The Final Report is dated 18 April 2019, just after the "outer limit" of the post-investigation period.

Whatever the case, it is not the question of "pinning down" the post-investigation period that is relevant. What is relevant is that the Commission does not appear to have been concerned about making clear what that period was. By capturing post-investigation period contracts, Report 473 attempts to give more substance to a conclusion that dumping had caused material injury.[6] The entering-into of those contracts after the investigation period was enough for the Commission to then apply an assumption of economic performance for a year after the investigation period utilising the calculation that the Commission's representative was required to explain at the 4 September conference.

DBS's ground 1(b) and (c) contentions are that the Commission's findings with respect to the post-investigation period are unreliable and must be ignored. That is not to say that events or impacts taking place in a post-investigation period may not be considered by an investigating authority. However the situation in the present case is quite different from those cases where post-investigation period facts and circumstances may validly and properly be taken into account. In this case the Commission undertook no investigation of the facts pertaining to the Australian industry's financial condition in the post-investigation period. It seems to us that the only *fact* that was considered with respect to the post-investigation period was that contracts that had not previously been in existence were entered into. From that fact a narrative was generated in Report 473, and a calculation was assumed, so as to be suggestive of material injury. The suggestion that was provided to the Minister in Report 473 was in the guise of a number – "**[CONFIDENTIAL TEXT DELETED – number]**%".[7]

Profit in the post-investigation period as worked out by the Commission took no account of *costs* in the post-investigation period. *Profit foregone* was not considered in the context of the *overall profitability* of the Australian industry in the post-investigation period. No *other factors* that would have been relevant

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5 See Final Report 473.

6 In Report 473, the Commission states:

> *To establish a causal link between injury to the Australian industry and the allegedly dumped goods, the Commission assessed the information provided by each applicant in support of its claims that prices, and the increasing volumes, of the goods imported from the subject countries during the investigation period have impacted contract prices that were re-negotiated (where the applicant is the incumbent supplier) or negotiated (where the applicant made an offer to a potential customer).*

The Commission's task is not to go out to try to establish a causal link of the type referred to, rather, its task is to establish whether there was a causal link.

7 It is to be noted that this figure was actually the sum of a "profit foregone" percentage in the period of investigation of **[CONFIDENTIAL TEXT DELETED – number]**%, and a "profit foregone" percentage in the post-investigation period of **[CONFIDENTIAL TEXT DELETED – number]**%. In other words the **[CONFIDENTIAL TEXT DELETED – number]**% does not represent a 12 month "profit foregone". Further, unless the three Australian industry applicants' costs, prices and revenue, when combined, were *exactly the same* in the post-investigation period, or *exactly maintained their relativities*, the **[CONFIDENTIAL TEXT DELETED – number]**% does not represent a 24 month profit foregone either.

to the assessment of the condition of the Australian industry in the post-investigation period, such as might have presented a different picture of its condition and the materiality of reduced prices on a handful of contracts, were considered.

Resultantly, the Review Panel should reject the Commission's post-investigation period conclusion from this review, and limit its consideration of what the *"correct or preferable decision"* should be to the Commission's conclusions with respect to the investigation period. Data for that period relating to the overall economic condition of the Australian industry was sought from and provided by the three industry applicants, and verified with respect to two of them. Data for that period was contributed by the other interested parties, including our client. That kind of data for the period 1 April 2018 to the "outer limit" of 31 March 2019 was not sought from nor provided by the Australian industry. As a matter of necessity in this case, and of law, it is the data for the period of investigation and that data alone that constitutes the basis for the proper establishment of the facts, and for the Review Panel's consideration of whether the evaluation of those facts by the Commission was unbiased and objective.

Report 473 identifies its own Achilles heel in this passage:

> *The [China Chamber of International Commerce], in its submission dated 18 March 2019, disagrees with the Commission's finding of injury caused by dumping as, in its view, the SEF has not examined the Australian industry's economic condition post 31 March 2018. It further argues that the Commission's causation analysis is erroneous and "mixed up", relying on a narrative that dumped exports will always cause injury. It also claims that the SEF appears to say that if the Australian industry competed with or was influenced by dumped goods, then those goods are taken to have caused injury.*
>
> *The Commission's analysis post 31 March 2018 relates to contract negotiations put forward by the applicants. In accordance with section 269TAE(1)(f), the Commission has considered the effect that the dumped prices have had or are likely to have on the price paid for goods produced by the Australian industry. Contrary to the CCOIC's claim, the Commission received and considered evidence of the link between dumped prices and the applicants' prices.*
>
> *The Commission was provided with copies of confidential price formulation workbooks, contracts, formal price offers, customer correspondences and other relevant documentation establishing a causal link between dumped prices and the applicants' prices. Where the applicant was unable to substantiate this causal link, the Commission did not have regard to the contract negotiation in its assessment of injury caused by dumping.*[8]

We submit that the Commission's response admits that the CCOIC's contention is correct.[9] The *economic condition* of the Australian industry was only examined in the investigation period. Prices have an effect on the economic condition of an industry – but they do not define its economic condition.

Cutting away the distortions in the text of Report 473 and the complications of the calculations underlying it, the finding that the dumped imports have caused material injury is tantamount to a finding that dumped imports with which an Australian industry must compete will always cause it material injury, as long as an optically impressive percentage is attached to the effects of that competition.

AEL Mining Services made a similar submission to that of the CCOIC, querying how the Commission

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8 See Final Report 473, page 92.

9 See CCOIC submission dated 18 March 2019, pages 8 to 10.

could arrive at a connection between dumped imports and injury to the Australian industry with respect to contracts entered into after the investigation period without also considering the economic condition of the Australian industry:

> *Has the ADC predicted the costs of the Australian industry members who entered into the contracts that are said to be dumping affected? Prices are not an indicator of injury, material or not, without working out the contribution of those prices to profitability, overall revenue, capacity utilisation and investment. An already profitable Australian AN producer is probably quite satisfied to pick up smaller AN contracts to take up unused capacity. Fixed and variable costs and throughput must be considered and considered on an informed basis and not just on the assumption that things won't change. Frankly we do not know how all those other factors could be reliably predicted and the SEF does not try.*
>
> *The conclusion in the SEF reads like a finding that there will be injury in the future but without the rigour of materiality, of not attributing it to dumping if other things are or could be involved, or of being able to reliably predict it will happen imminently.*[10]

With respect, we find Report 473's response to AEL's concern about this topic to be way off the mark:

> *The Commission's findings based on certain contract negotiations are of price related injury where the Australian industry has had to price their offers for new contracts at lower prices relative to the prices existing in accordance with the contracts in effect at the time of the negotiation. These prices, once accepted, have formed the final price at which the contract has been agreed. As these contracts have been finalised, the price related injury is not injury in the future but has occurred within and following the investigation period, or will occur at the price and date specified in the contract.*
>
> *Further, noting that most sales of ammonium nitrate in the Australian market are made in accordance with fixed-term contracts, and therefore noting the inappropriateness of undertaking a 'coincidence analysis' (as outlined in Chapter 7 of this report) in these circumstances, the Commission considers that there would be a gap in remedy that would arise if the Commission could not rely upon these contracts to assess injury and causation. The Commission also considers that this would be incongruous with the purposes of the anti-dumping legislation.*[11]

Report 473 chooses to frame AEL's submission as saying that the Commission needed to make a finding of threat of material injury to rely on the contracts entered into after the investigation period, and that the Commission could not otherwise rely upon those contracts to assess injury and causation. It does not appear to us that AEL was saying those things at all. Instead, AEL appears to have been saying the same thing as DBS has put forward for the Review Panel's determination in this review. Post-investigation matters may be a relevant consideration, but only in the context of the same holistic review of the condition of the industry, and of factors other than dumping, that must be undertaken in arriving at a conclusion that material injury was caused by dumping.

Lastly with respect to ground 1(b), we note the following extract from the Commission's written response to the 4 September conference questions, as appears on the Review Panel's public record:

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10 See AEL submission dated 18 March 2019, at page 4.

11 See Final Report 473, at page 82.

> *The relevant profit amount (which is used as the denominator in the calculations) was the three applicants' aggregated profit achieved in the investigation period. The Commission considers that this is the best available information and is the most reliable information. The Commission had not extrapolated an aggregated profit amount post-investigation period.*
>
> *The Commission considers that using the profit amount achieved in the investigation period is conservative given that the aggregated profit for the three applicants has consistently decreased between 2015-16 and the investigation period (2017-18), and is lower than that achieved in 2014-15. Therefore, if the Commission had extrapolated the profit based on the data presented in tables 11 and 12 in Chapter 8 of REP 473 (page 63 refers), the extrapolated profit would have been lower than that used by the Commission as the denominator in column AA of worksheet 1 in Confidential Attachment 17, and would have led to a higher profit forgone estimate.*[12]

Thus, the Commission assumed no change in the profitability of the Australian industry applicants in the post-investigation period. It is also a matter of record that the Commission did not have information relevant to the production and sales of ammonium nitrate by the two other members of the Australian industry, Dyno Nobel Asia Pacific Pty Ltd ("Dyno Nobel") and Yara Pilbara Nitrates Pty Ltd ("YPN"). Dyno Nobel and YPN together accounted for a sizeable 22% of the Australian industry's production volume in the period of investigation. An assumption of "stasis" just cannot be made, and whether the Commission thinks that it is favourable or unfavourable assumption from the perspective of any party is simply irrelevant and patronising. By not obtaining information for the post-investigation period the Commission failed in its obligation to investigate, and cannot be said to have arrived at a finding that was evidence-based and objective. An assumption based on no evidence cannot be either the best information available or the most reliable information. Far from being the "most reliable information", it is simply an unevidenced and unreliable assumption.

Indeed, a submission by Yara AB on the Commission's public record[13] drew attention to information available in the public domain, namely Wesfarmer's Half Year Report to December 2018, which relates to CSBP's post-investigation period performance, and the reasons ascribed by it to explain that performance. Wesfarmers is CSBP's parent company. The Directors' Report therein states, amongst other things:

> *WesCEF revenue of $874 million was 14.4 per cent above the prior corresponding period, with all businesses contributing to revenue growth. Earnings (excluding Quadrant Energy) of $185 million were 2.2 per cent higher than the prior corresponding period, impacted by higher ammonia costs and customer discounts provided to secure longer-term volume commitments in the ammonium nitrate (AN) business.*[14]

WesCEF is Wesfarmers "Chemicals, Energy and Fertilisers business". Further, the Half Yearly Report also states:

> *The performance of the Group's industrial businesses will continue to be subject to international*

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12 See ADRP Conference Summary, at Attachment 1, page 5.

13 See Yara AB submission dated 18 March 2019, at page 2, footnote 2.

14 See Wesfarmers Half Year Report to 31 December 2018, at page 9.

> *commodity prices, exchange rates, competitive factors and seasonal outcomes. The short-term outlook for the WesCEF business is generally positive, however earnings over the medium term are expected to be adversely affected by an oversupply of explosive grade ammonium nitrate (EGAN) in the Western Australian market.*[15]

And also:

> *The ammonia business was impacted by an unplanned production disruption, which was partially offset by higher international ammonia pricing and lower gas costs following the commencement of a new gas supply agreement late in the prior corresponding period.*[16]

Thus, here we find statements to these effects:

- that the business area comprising CSBP's ammonium nitrate production and sales, which is "Chemicals", contributed to revenue growth in the post-investigation period;
- that earnings were impacted by factors other than the dumping of goods, alleged or otherwise, in the post-investigation period, being the need to discount to secure longer-term, volume commitments and an oversupply on explosive grade ammonium nitrate in the Western Australian market;
- that CSBP benefitted from higher international ammonia pricing (the significance of which, we understand, would be to boost prices using a Fertecon index in the relevant price-fixing formula) and lower gas costs.

These factors suggest dynamic changes in prices and costs. They do not suggest a stasis of the type the Commission casually chose to assume with respect to the post-investigation period in arriving at its finding of "profit foregone".

DBS's ground 1(c) is based on the same concerns we have highlighted in the foregoing. Essentially, the Commission applies a "but for" analysis without recognising that there are more "moving parts" to a financial analysis of the Australian industry than a simple price comparison between a contract with a particular customer that was in existence before the period of investigation and a contract with that same customer that came into existence in the post-investigation period.

Put simply, the "but for" test postulates whether an outcome would have occurred "but for" an event. It is often referred to in tort law as a means of determining factual causation, especially where there are a chain or series of events leading up to the outcome that is the subject of the claim. Working out whether a claimant would not have been injured "but for" the tortfeasor's conduct is an inquiry that can only be undertaken with the facts of the event or events being known. With that knowledge a court can better decide whether the injury would or would not have occurred anyway, and to what degree one or other of the events might have contributed to the injury, or indeed whether an overriding event reduces or negates the relevance of another event.

Looked at in that way, a "but for" test applied in arriving at a conclusion about an injury where later facts

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15 Ibid, at page 10.

16 Ibid, at page 15.

are not known or poorly assumed is not truly a "but for" test. There is a difference between making a decision about causation and degree based on known facts, and making a decision about causation and degree based on an absence of facts. The latter can only be an un-evidenced or inadequately evidenced assumption.[17]

We submit that the Commission's finding about the post-investigation period was made without facts and without soundly based assumptions. Accordingly, it cannot suffice to establish a genuine and substantial link between the alleged dumping and material injury. Other variables that would be fundamental to such a finding were simply not known to the Commission or were unsafely assumed. The only variable that was considered was a price difference. Profitability was assumed to be static in successive years despite the unbounded nature of such an assumption and the contradictions of that proposition in any "real life" sense and in documents referred to on the public record.

B DBS's imports were distinguished from other imports

The Commission provided useful augmentation and clarification with respect to the matters raised by DBS's ground 1 via the medium of the 4 September conference. With respect to the matters raised by DBS's ground 2, no new material has been presented by the Commission or requested by the Review Panel.

DBS notes that the Review Panel has the benefit of the views expressed by Yara AB on cumulation of Swedish exports in the second ground of Yara's application for review. DBS refers to and adopts those views, insofar as they are in addition to the reasons put forward by DBS against cumulation of its imports from Yara AB with other imports.[18]

On the topic of cumulation, as raised by ground 2 of DBS's application, we wish to make the following further submissions.

The information about which exporters or importers were involved in one or other of the contracts referenced by the Commission in Report 473 is confidential and has not been disclosed to interested parties. Therefore, the parties have had to apply educated guesswork to the Commission's analysis, to try to discern which of the commercial negotiations they might have been involved with. Accordingly,

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17 J.G.Fleming in his seminal work *The Law of Torts* adverts to the dangers of counterfactual inquiries in determining causation as follows:

> *Another problem is that the hypothetical inquiry... frequently fails to elicit a confident answer, being a matter of conjecture rather than capable of direct proof. Though factual in the sense of dependent on the evidence available, it offers a certain latitude which may occasionally be exploited by judge or jury to introduce policy views into what is ordinarily regarded as a purely factual issue.* [footnote omitted]

The danger of making a decision that accords with policy rather than evidence is exacerbated when the evidence is not "available", as in the case of the Commission's finding with respect to the post-investigation period. See J.G. Fleming, *The Law of Torts*, 5th ed. (Sydney: Law Book Co., 1977) at page 172.

18 We have noticed two typographical errors in DBS's Application for Review, for which we apologise and now wish to correct as follows:

> *These imports, if made, were and are intended to support an Australian industry member (YPN) to the extent that it is unable to supply DBS, and were and are to be made at prices that were determined to have equivalence with the prices that would ~~be~~ apply to ammonium nitrate supplied by YPN as a member of the Australian industry.* (at page 15).
>
> *It appears to us ~~to~~ no finding of injury was made by the Commission with respect to those imports at all.* (at page 16).

we ask the Review Panel to have reference to our client's submission dated 19 March, as referenced in its application for review.[19]

In Report 473, the Commission seeks to justify its finding of cumulation by stating that:

> *…the Commission has information that Yara has competed, at dumped prices, directly with certain Australian industry members for a significant contract during the investigation period;*[20]

This may be an admission that there was only one contract example considered by the Commission in the 13 examples in Report 473 that involved DBS's imports. We ask the Review Panel to verify whether this is the case, and if so to identify whether that contract was one of the contracts that the Commission has relied upon in its causation and injury analysis. If that was not a contract relied upon by the Commission, then we believe that the Commission has proof, in that very fact, that the conditions of competition exclude Swedish imports from cumulation, rather than confirmation of the opposite.

If it was one of the contracts relied upon by the Commission, then DBS may have been an initial tenderer only, at a higher price than was ultimately agreed by the Australian industry member concerned, and was a tenderer for only part of the requirement rather than the entirety. If so, the Review Panel is requested to consider the relevance of DBS's tendered price and volume to the lower price and volume ultimately agreed to by the Australian industry member concerned. With such a forensic level of information with respect to the investigation period, the Commission was in a position to make judgements about separate effects, rather than to use the "net" of cumulation to combine all export sources.

Drawing attention to the one "significant contract" referred to by the Commission in Report 473 in respect of Yara's submissions about cumulation is not to be taken to detract from DBS's other arguments against the decision to cumulate Swedish exports with those of the other export sources.

C Re-summation of DBS's grounds of review in light of this submission

1 The post-investigation period "profit foregone" finding made by the Commission is not correct or preferable. It does not take into account the full gamut of matters that must be considered to gain an appreciation of the economic condition of an industry for materiality and causation purposes. With respect, we submit that that finding cannot be reached.

2 The Review Panel is therefore left with a factual finding that the "profit foregone" by the Australian industry was only **[CONFIDENTIAL TEXT DELETED – number]**%. To be clear – for a company that in one year had enjoyed sales revenue of $100 and a profit of $10, a **[CONFIDENTIAL TEXT DELETED – number]**% "profit foregone" in the next year would equate to a profit that was lower by under **[CONFIDENTIAL TEXT DELETED – number]** cents.

3 Report 473 admits that this miniscule amount of profit was foregone in circumstances of positive trends in other financial performance indicators or, where that was not the case with respect to a particular indicator, was foregone in circumstances where the negative trend for that indicator was not attributable to dumping.

4 Strong competition between the Australian industry members to secure long-term contracts has

19 See DBS submission dated 19 March 2019, at pages 2 to 4.

20 See Final Report 473, at page 50.

arisen because of the establishment of YNP and the capacity that it has added to Australian industry production. In particular, we refer to the entrance of the major eastern Australian supplier (Orica) into the western Australian market via its joint ownership of the YNP plant in the Pilbara, and the initiation of cross-country competition from the major western Australian supplier (CSBP) via sales and distribution links into the eastern Australian markets. The impact of this competition must be considered to be significant in the context of the size and scale of the Australian industry, and must not be discounted in the causation analysis as if it was unimportant. In the main the Australian industry applicants were competing against other Australian industry members. The fact that the industry remained overall profitable, and enjoyed other positive indications in its financial condition, despite strong internal domestic competition, also speaks to its robust condition. Imports can only have been relevant at the very margins of the overall profitability of the Australian industry applicants.

5 Without detracting from its submissions about the material injury findings arrived at by the Commission, and in the alternative, DBS notes that:

(a) DBS's imports of ammonium nitrate from Sweden took place **[CONFIDENTIAL TEXT DELETED – commercial arrangements]**. Because of the different conditions of competition applicable to those imports, which have been explained to the Commission by DBS and have been reinforced by Yara AB's submissions and its application for review, they should not be cumulated with the imports from other sources.

(b) The Commission's contract-by-contract analysis should have allowed it to adopt a sophisticated approach to the question of cumulation. By using that information the Commission should have been able to differentiate the impacts of exports from different source countries.

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In conclusion, we sincerely request, on behalf of our client Downer EDI Mining-Blasting Services Pty Ltd, that the Review Panel recommend to the Minister:

- that the decision to impose dumping duties on any of the export sources that were the subject of this investigation be revoked on the basis that it was not the correct or preferable decision for the Commission to arrive at a finding that those exports caused material injury to the Australian industry;

- in the alternative, that the decision to impose dumping duties on exports from Yara AB of Sweden be revoked on the basis that it was not correct or preferable to cumulate those exports with the exports from the other source countries and exporters.

Yours sincerely

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