Investigation No.: Investigation 692 – Certain Welded Steel Mesh Sheets Exported from China and Malaysia
Exporter: Anhui BRC & Ma Steel Weldmesh Co., Ltd.
Date: 28 October 2026
Attention: The Director – Investigations 1
Email: investigations1@adcommission.gov.au , investigations1@atrc.gov.au

SUBJECT: Rebuttal Submission in Response to Applicant InfraBuild's Post-SEF Submission (EPR 692-76) – Submission on Behalf of Anhui BRC & Ma Steel Weldmesh Co., Ltd.

Dear Director,

Anhui BRC & Ma Steel Weldmesh Co., Ltd. (**MGBRC**), a co-operating exporter in Investigation 692, respectfully lodges this formal rebuttal submission with the Australian Trade Remedies Commission (**ATRC** / Anti-Dumping Commission) in direct response to the post-SEF submission filed by the applicant, InfraBuild (Newcastle) Pty Ltd (**InfraBuild**), dated 26 October 2026 (EPR 692-76).

MGBRC strictly rejects InfraBuild's misleading characterization of MGBRC's post-SEF submission and its attempts to justify an anti-competitive Combination Duty structure. In conjunction with the legal and evidentiary defects identified in joint exporter submission EPR 692-75, MGBRC submits that InfraBuild's arguments are legally unsupportable and economically distortive.

1. REFUTING INFRABUILD'S MISCHARACTERISATION OF COMMERCIAL PRICE ADJUSTMENTS AS "DUTY ABSORPTION" AND THE ANTI-COMPETITIVE NATURE OF COMBINATION DUTY (EPR 692-76)

In EPR 692-76, InfraBuild selectively quotes MGBRC's submission regarding MGBRC's commercial need to adjust pricing in response to global raw material

fluctuations, wrongfully framing normal market price responsiveness as alleged "duty absorption." InfraBuild further asserts that the Combination Duty Method is necessary to prevent price suppression. MGBRC strongly refutes these claims:

(a) Normal Raw Material Market Responsiveness vs. Duty Absorption

Welded steel mesh is a price-sensitive, steel-intensive commodity where raw material (wire rod/steel) accounts for approximately 80% of total production costs. When global steel raw material prices decline, production costs (and normal values) across all global producers naturally drop. A corresponding downward adjustment in export pricing reflects true underlying cost reductions—it is **not "duty absorption"** or **dumping.**

By locking in an undisclosed, rigid Ascertained Export Price (AEP) floor under the Combination Duty Method, InfraBuild seeks to prevent Australian importers from benefiting from legitimate global raw material price declines. Whenever market-wide raw material prices fall, imported mesh will automatically trigger variable duties regardless of whether dumping is occurring. This converts anti-dumping measures into an artificial price maintenance shield for InfraBuild, rather than a corrective trade remedy.

(b) Disregard of Model-Mix Realities

InfraBuild incorrectly claims that specialized or higher-cost models are not penalized under a Combination Duty. Because the AEP is calculated as a single aggregate weighted-average price floor across highly diverse product lines (varying by wire diameter, mesh aperture, and coating), applying a single floor price severely distorts commercial transactions involving heterogeneous product mixes, creating unfair penalties on standard and custom models alike.

MGBRC maintains that if interim measures are recommended in the Final Report,

the Commission must adopt the **Ad Valorem duty method**, which reflects fair, proportional taxation without insulating the applicant from normal market forces.

2. REBUTTING INFRABUILD'S ONGOING ADVOCACY FOR RAW MATERIAL COST REPLACEMENT (EPR 692-62 & SEF APPENDIX C6.3)

As recorded in Section C6.3 of SEF 692, InfraBuild has consistently advocated (notably in its submission EPR 692-62) for the complete rejection of MGBRC's actual recorded raw material (RIC/wire rod) costs in favor of an unadjusted Malaysian benchmark. MGBRC reasserts that this methodology is legally and mathematically flawed:

(a) Statutory Mandate Under Australian Customs Law

The Commission has repeatedly verified that MGBRC's financial accounts comply fully with Chinese GAAP and accurately reflect actual procurement costs. Under Section 269TAC(2)(a)(i) of the Customs Act 1901 and Regulation 43(2) of the Customs (International Obligations) Regulation 2015, the Commission is statutorily mandated to use an exporter's recorded costs where they reasonably reflect production costs.

(b) Flawed Third-Country Benchmark and Inconsistency with Commission Precedent (REP 675)

The Malaysian RIC benchmark utilized by the ATRC includes Malaysian suppliers' SG&A expenses and profit margins. However, the Commission made no deduction adjustments for labor, conversion costs, or SG&A—directly contradicting the Commission's own established methodology in REP 675 (Rod in Coil from China). Imposing an unadjusted, artificial cost uplift of **RMB 968.80/MT** on MGBRC's verified costs creates a distorted normal value that does not reflect commercial reality.

3. INFRABUILD'S FAILURE ON NON-ATTRIBUTION: THE WHYALLA BLAST FURNACE SUPPLY CRISIS AND UNVERIFIED INDUSTRY AGGREGATION

InfraBuild's post-SEF submissions completely fail to address the mandatory non-attribution requirements under Section 269TAE(2A) of the Customs Act 1901.

(a) Structural Supply Disruption from Whyalla Steelworks

As established on the public record, the unscheduled and enduring breakdown of the blast furnace at Whyalla steelworks—InfraBuild's primary upstream billet supplier—created an unprecedented domestic supply deficit and forced market-wide price increases. Deterioration in Australian industry volume, capacity utilization, or profitability during 2026 flows directly from this upstream domestic operational outage and substitute feedstock costs, not from dumped imports from compliant exporters like MGBRC.

(b) Unverified Aggregation of SRIA Members

As highlighted in EPR 692-75, InfraBuild is the only domestic producer whose data was actually verified by the Commission. Several supporting SRIA members merely cut and weld purchased ribbed wire, which does not constitute a "substantial process of manufacture" under Section 269T(3). Aggregating unverified, flawed data from non-producing fabricators to construct an aggregate injury narrative violates the requirement for an objective examination based on positive evidence under Australian law.

4. CONCLUSION AND REQUESTED RELIEF

InfraBuild's post-SEF submission (EPR 692-76) relies on distorted characterizations and seeks an unsustainable protectionist price floor. To ensure a fair, objective, and legally sound Final Report to the Minister, MGBRC

respectfully requests the Commission to:

1. **Reject InfraBuild's request for a Combination Duty structure** and recommend the **Ad Valorem duty method;**
2. **Remove the RMB 968.80/MT raw material replacement adjustment** and restore MGBRC's verified actual historical RIC costs in determining Normal Value; and
3. **Fully isolate non-import injury factors,** specifically the structural domestic supply disruptions caused by the Whyalla blast furnace outage.

Respectfully submitted,

Rui Y.D.

On behalf of **Anhui BRC & Ma Steel Weldmesh Co., Ltd.**

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