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DICKSON GLASS & ALUMINIUM

2nd November 2026

The Director – Investigations 1
Australian Trade Remedies Commission
GPO Box 2013
Canberra ACT 2601

Re: Case 691 – Aluminium Windows and Doors from China
Request for Clarification of Window Assemblies Exceeding 4 Metres and Exemption for Existing Contracts, Work in Progress and building classification.

Dear Director,

On behalf of Dickson Glass & Aluminium, I wish to make a submission regarding Case 691 and the potential impact of the trade measures on our business, our customers, and the broader Australian commercial construction industry.

Dickson Glass & Aluminium fabricates and supplies commercial aluminium windows and doors sourced from both Australia and Chinese manufacturers. We are a family owned south Australian business employing more than 50 local people and have been operating in the Adelaide market for more than 30 years.

We work with builders and property developers on commercial construction projects, often under negotiated pricing arrangements and contractual commitments established well before manufacture, delivery, and installation.

We are in full support of the case and are hoping this in the long term helps the Australian manufacturing of aluminium windows and doors. But we also believe that the below needs very close attention from the commission as the short-term implications this finding will have a serious and lasting effect on some legitimate Australian businesses and the below information regarding exemptions or transitional arrangements must be a key for the commission to review. The idea on an Anti-Dumping scheme is to help strengthen the local manufacturing where such a hard and fast implication of these duties will send businesses into liquidation as the margin in windows and doors are just not large enough to take a hit like this.

We have significant concerns regarding two aspects of Case 691.

First, we seek clarification regarding the treatment of individual panels that form part of a single window assembly exceeding 4 metres in overall width.

Second, we request appropriate exemptions or transitional arrangements for existing work in progress and contracts negotiated and priced before 15 October 2026, when the preliminary measures were announced.

We also wish to highlight the specific circumstances of our Lot 53 project, where the glass specified for the project is sourced from China and the exact specified product is not available in Australia.

We believe these matters require careful consideration to avoid unintended consequences for businesses that have made legitimate commercial commitments and for building projects that are already underway.

1. WINDOW ASSEMBLIES EXCEEDING 4 METRES IN OVERALL WIDTH

We request that the Commission clarify the scope of Case 691 in relation to commercial window assemblies exceeding 4 metres in overall width.

Modern commercial buildings frequently incorporate large window assemblies comprising multiple individual panels, frames and sashes joined together to form one complete installation. These assemblies are designed as a single architectural feature and are specified according to the overall dimensions, performance requirements, and design of the building.

For example, a commercial window assembly measuring 6 metres in overall width may consist of three individual panels, each measuring 2 metres wide.

Although these panels may be manufactured, transported, or supplied separately, they are intended to form one complete window assembly. They should not automatically be treated as three independent windows simply because the complete assembly consists of multiple components.

The overall width of the finished assembly is an important consideration in determining the nature of the product.

We are concerned that an interpretation which assesses individual panels in isolation could result in components of a window assembly exceeding 4 metres being treated as separate goods within the scope of Case 691, even though those components are specifically designed to form part of a larger assembly.

This could create uncertainty for importers, suppliers, builders, developers, and other parties involved in commercial construction.

It could also lead to inconsistent treatment of comparable products depending on how they are manufactured, packaged, transported, or supplied.

We respectfully request that the Commission clarify that where individual panels, frames or sashes are specifically designed to form part of a single window assembly exceeding 4 metres in overall width, the complete assembly should be assessed as a whole.

We further request that such components be excluded from the measures where the complete window assembly falls outside the defined dimensional scope.

We recognise that the Commission must consider the precise wording and application of the goods description. We therefore ask that the Commission provide clear guidance on how these larger assemblies are to be assessed and what documentation is required to establish that individual components form part of a single window assembly.

Relevant documentation may include approved architectural drawings, shop drawings, project specifications, bills of materials, purchase orders, and project-specific contractual documentation.

Clear guidance on this issue would provide greater certainty for businesses and help avoid unintended consequences for large commercial window installations.

2. REQUEST FOR EXEMPTION – EXISTING CONTRACTS AND WORK IN PROGRESS

Dickson Glass & Aluminium has existing commercial projects and contractual commitments that were negotiated and priced before 15 October 2026.

These commitments were made in good faith, based on the costs, supply arrangements and commercial conditions prevailing when the relevant prices were established.

The potential application of additional duties to these projects creates an unexpected financial burden that could not reasonably have been incorporated into the original pricing arrangements.

In many cases, commercial construction contracts are negotiated on a fixed-price basis. Once pricing has been submitted and accepted, there may be no practical or contractual ability to pass subsequently imposed costs on to the builder or developer.

The immediate application of additional duties could therefore leave our business responsible for costs that were not anticipated when the projects were priced.

We are particularly concerned about the impact on the following three projects.

Project 1 – Lot 53

Builder: Tandem
Contract value: **Redacted information**

The contract for this project was signed before 15 October 2026.

The contractual commitment was therefore established before the preliminary measures were announced. The agreed price reflected the commercial conditions prevailing at the time the contract was entered into.

Our developer started this project on June 3rd, 2024, with and EOI from builders then followed with a fixed price tender to the market on the 23rd of October 2025 and our client Tandem SA PTY LTD were awarded this project on the 16th of December 2025. At this stage the commission had released no findings into the requirement for an Anti-Dumping of windows from China so no allowance for any such duties have been allowed for in this project.

We respectfully request that this project be exempted from the application of the measures so that our company is not burdened with additional costs on a contract already signed.

Project 2 – 77 Grenfell Street

Builder: Schiavello
Contract value: **Redacted information**

Dickson Glass & Aluminium submitted its best and final offer for this project before 15 October 2026.

The offer was prepared and submitted based on the costs and supply arrangements known at that time. The potential application of additional duties creates uncertainty regarding the financial viability of the original pricing.

We request that this project be considered for exemption or appropriate transitional relief, recognising that the commercial pricing process had been undertaken before the announcement of the preliminary measures.

Project 3 – Allowna Townhouses

Builder: Schiavello
Contract value: **Redacted information**

Dickson Glass & Aluminium also submitted its best and final offer for this project before 15 October 2026.

As with the 77 Grenfell Street project, the pricing was established before the announcement of the preliminary measures.

We request that this project also be considered for exemption or appropriate transitional relief to protect the commercial commitments and pricing arrangements established before that date.

Total value of the three affected projects: Redacted information

These three projects represent substantial commercial commitments for our business.

The issue is not simply the potential cost of future imports. It is the application of unexpected costs to projects that have already progressed through the pricing and contractual process.

We respectfully request that the Commission consider these projects individually and recommend appropriate relief to prevent the measures from imposing an unforeseen financial burden on existing commitments.

We also request that transitional arrangements extend, where appropriate, to contracts signed before 15 October 2026 and to projects for which formal best and final offers were submitted before that date, including goods that have not yet been manufactured, shipped, or delivered.

We recognise that these circumstances may need to be assessed against the applicable legal framework and any relevant exemption provisions. We would welcome clear guidance on the evidence required to establish eligibility.

3. SPECIFIED GLASS FOR LOT 53 – EXACT PRODUCT NOT AVAILABLE IN AUSTRALIA

We would also like to bring to the Commission's attention the specific glass product required for the Lot 53 project.

The glass specified for this project is a product sourced from China, and the exact specified product is not available in the Australian market.

This requirement forms part of the project's specifications and cannot simply be changed without potentially affecting the design requirements, technical performance, compliance obligations, and contractual arrangements for the project.

As the contract for Lot 53, valued at **Redacted information**, was signed before 15 October 2026, Dickson Glass & Aluminium entered this commitment based on the specified product, the available supply arrangements and the costs prevailing at the time.

The inability to source the exact specified glass product in Australia means that substituting an Australian product may not be a practical or acceptable alternative.

Any proposed substitution would need to be assessed against the project's technical specifications and approved requirements and may require further consultation and approval from the relevant project stakeholders.

Consequently, the imposition of additional duties on the specified Chinese product could create an unavoidable additional cost for Dickson Glass & Aluminium, despite the contract having been entered into before the preliminary measures were announced.

This situation is particularly concerning because the product requirement was established as part of an existing project and was not selected in response to the introduction of the trade measures.

We respectfully request that the Commission take these circumstances into account when considering our application for an exemption or transitional relief for Lot 53.

We ask that consideration be given to the following factors:

- The Lot 53 contract was signed before 15 October 2026.
- The glass product was specified as part of the existing project requirements.
- The exact specified product is not available in Australia, according to our current sourcing information.
- Substitution may not be commercially or technically feasible without further assessment and approval.
- A considerable portion of this project also falls under the window wall and individual windows being wider than 4m
- Additional duties could impose unexpected costs on a contract that was already committed before the preliminary measures were announced.

We believe these circumstances provide further justification for granting appropriate relief for this project, as the additional costs cannot necessarily be avoided by changing suppliers or sourcing an equivalent product locally.

We would be willing to provide the relevant glass specifications and supporting supplier information to assist the Commission in considering this request.

4. FINANCIAL HARDSHIP TO OUR BUSINESS

The potential immediate application of additional duties creates a significant commercial risk for Dickson Glass & Aluminium.

Our business operates in a competitive industry where pricing must be established before projects commence. Once a quotation has been accepted or a contract signed, the agreed price may be difficult or impossible to revise.

Additional costs imposed after these commitments have been made can directly affect project profitability and cash flow.

Our company must also maintain its existing obligations to suppliers, customers, and building contractors. The inability to recover unexpected costs could place substantial pressure on our business and our capacity to fulfil existing contractual commitments.

The three projects identified in this submission have a combined contract value of **Redacted information**

Although the precise additional duty exposure will depend on the products affected and the applicable rates, the potential for unanticipated costs across these projects is a critical concern.

We are particularly concerned that businesses which established their pricing before the announcement of the measures may be placed at a disadvantage through no fault of their own.

For Lot 53, the circumstances are further complicated by the specified glass product not being available in Australia. This limits our ability to avoid the additional costs through local sourcing.

We respectfully submit that appropriate transitional arrangements would help protect legitimate commercial commitments while allowing the broader objectives of the investigation to be considered.

5. IMPACT ON BUILDERS AND PROPERTY DEVELOPERS

The consequences of the measures extend beyond Dickson Glass & Aluminium.

The three projects identified in this submission involve established commercial relationships with Tandem and Schiavello. These builders and their associated development projects have relied on pricing and supply arrangements established before 15 October 2026.

Unexpected increases in window costs could place additional financial pressure on these businesses and their clients.

Potential consequences include:

- Increased construction costs for builders and developers.
- Reduced or eliminated margins on projects priced under existing arrangements.
- Difficulties renegotiating contracts after prices have been submitted or accepted.
- Disruption to procurement, manufacturing, and installation schedules.
- Delays while alternative supply arrangements are investigated.
- Commercial disputes concerning responsibility for unexpected additional costs.
- Financial pressure on projects that have already been approved, priced and committed to.

Where a project has already been priced and incorporated into a broader construction budget, an unexpected increase in the cost of windows can have consequences throughout the project.

Builders and developers may have limited capacity to absorb additional costs, particularly where their own contracts have already been negotiated on a fixed-price basis.

The result may be that financial pressure is transferred from the importer or supplier to the builder, developer, and ultimately other participants in the construction process.

These risks are especially relevant to existing projects where product specifications and pricing arrangements have already been established and the relevant parties have committed to proceeding on that basis.

We believe that protecting legitimate pre-existing commitments would help reduce unnecessary disruption and provide greater certainty to Australian businesses and the construction industry.

6. BUILDING CLASSIFICATION – REQUEST FOR EXCLUSION OF CLASS 2 TO CLASS 9 COMMERCIAL BUILDINGS

We believe that the classification, purpose and scale of the building in which the windows and doors are to be installed should be given significant consideration by the Commission when determining the scope and application of Case 691.

Under the National Construction Code (NCC), buildings are classified according to their intended use and characteristics. Classes 2 to 9 encompass a broad range of buildings, including apartment buildings, commercial premises, offices, retail developments, industrial facilities and other buildings that are generally subject to extensive design, engineering, certification and compliance requirements.

These projects differ significantly from many standard residential window installations in their scale, complexity, performance requirements and procurement processes.

Commercial construction projects frequently require purpose-designed window and glazing systems that must satisfy project-specific architectural specifications, structural requirements, energy efficiency provisions, safety standards and other applicable building requirements.

The products supplied for these projects are often selected and specified well before construction begins. They may be incorporated into approved architectural drawings, engineering documentation, project schedules and fixed-price building contracts.

Dickson Glass & Aluminium believes that these differences warrant specific consideration in the Commission's assessment of the goods covered by Case 691.

The application of additional duties to commercial window systems can have substantial consequences for Australian builders, developers, suppliers and the broader construction industry. The potential impact is particularly significant where products have already been specified, priced and committed to under existing contracts.

In our view, the building classification and intended application of the products should be relevant considerations when assessing whether the measures should apply.

We therefore respectfully request that the Commission consider excluding, or recommending an appropriate exemption for, aluminium windows and doors specifically supplied for Class 2 to Class 9 buildings.

We believe that such an approach would recognise the distinct commercial circumstances of large-scale construction projects and provide greater certainty for Australian businesses involved in their delivery.

We also ask the Commission to consider the practical consequences of applying the measures to commercial projects where products are subject to detailed project specifications, approval processes and contractual commitments established before the measures were announced.

We recognise that any exclusion or exemption would need to be considered within the applicable legislative and trade remedies framework. Nevertheless, we believe that the nature and classification of the building, the intended use of the products and the commercial circumstances of the project warrant specific consideration as part of the Commission's assessment.

7. REQUESTED OUTCOME

Considering the matters outlined above, Dickson Glass & Aluminium respectfully requests that the Commission:

1. Clarify the dimensional scope of Case 691.

Confirm how the dimensional limits apply to complete commercial window assemblies exceeding 4 metres in overall width.

2. Recognise the complete window assembly.

Clarify that individual panels, frames and sashes specifically designed to form part of a single window assembly should be assessed in the context of that complete assembly, rather than automatically being treated as separate windows.

3. Provide appropriate treatment for assemblies exceeding 4 metres.

Confirm that components forming part of a single window assembly exceeding 4 metres in overall width are excluded where the complete assembly falls outside the defined scope of the measures.

4. Recommend exemptions or transitional relief for existing contracts.

Consider an appropriate exemption for contracts signed before 15 October 2026, including the Lot 53 project with Tandem, valued at **Redacted information**

5.Consider building classes and damage from imports in each class

Consider class to buildings and above for exemption from duty as these are a specialised area of façade not just a standard window and door type of construction.

6. Consider projects priced before 15 October 2026.

Provide appropriate relief for the 77 Grenfell Street and Allowna Townhouses projects with Schiavello, for which our best and final offers were submitted before that date. We also have Peet Forestville with Hindmarsh construction Pty Ltd that we are in the final stages of tender that we would like to have included in our pre works of October 15th.

7. Consider goods not yet manufactured or shipped.

Ensure that any appropriate transitional arrangements can apply to qualifying existing contractual commitments regardless of whether the relevant goods have already been manufactured, shipped, or delivered.

8. Consider the specified glass requirements for Lot 53.

Consider that the exact specified glass product is not available in Australia and that substituting another product may not be a practical or acceptable alternative for the existing project.

9. Provide clear guidance on eligibility and supporting documentation.

Identify the evidence required to establish that a project, contract, offer, or window assembly qualifies for an exclusion, exemption, or transitional arrangement.

We believe these requests are reasonable and warrant careful consideration, given the potential financial consequences for businesses and construction projects that made legitimate commitments before the announcement of the preliminary measures.

7. CONCLUSION

Dickson Glass & Aluminium understands that the Commission must consider the circumstances of the investigation and apply the relevant trade remedies framework.

However, we respectfully submit that the treatment of large commercial window assemblies and the protection of existing contractual commitments are important practical issues that deserve specific consideration.

Our company has established commercial commitments with Tandem and Schiavello totalling **Redacted information** across the three projects identified in this submission.

The Lot 53 contract was signed before 15 October 2026, while our best and final offers for 77 Grenfell Street and Allowna Townhouses were also submitted before that date.

The Lot 53 project also requires a specified glass product sourced from China that is not available in Australia in the exact form required. This creates an additional difficulty in avoiding potential cost increases through alternative local sourcing.

Applying unexpected duties to these projects could create significant financial hardship for our business and place additional pressure on the builders, developers and other parties involved.

We therefore respectfully request that the Commission consider appropriate exemptions or transitional arrangements for these projects and other qualifying commitments established before the relevant measures commenced.

We also request clear clarification of the treatment of individual panels forming part of commercial window assemblies exceeding 4 metres in overall width, to ensure that these products are assessed according to the dimensions and nature of the complete assembly.

We would welcome the opportunity to provide supporting documentation, including contracts, dated quotations, best and final offers, glass specifications, supplier information, architectural drawings, and project specifications, to assist the Commission in considering these matters.

Thank you for your time and consideration. We trust that the Commission will give due weight to the concerns raised in this submission.

Yours sincerely,



Regards
Brenton Keogh
Managing Director

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