Response to Statement of Essential Facts 691

Aluminium windows and doors exported from the People's Republic of China
30 October 2026

To the Commissioner
Australian Trade Remedies Commission
Attention: Investigations 1

Submitted by Infinity Facade Pty Ltd
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Purpose and requested outcome

Infinity Facade Pty Ltd submits these comments on the Statement of Essential Facts published on 14 October 2026. The immediate commercial issue is the combined 73.3% preliminary securities currently applicable to goods manufactured by Tianjin Hua Ao Decoration Engineering Co., Ltd (Tianjin Hua Ao). We respectfully request urgent consideration of whether those securities can lawfully be revised before the Minister's final decision, including whether 24.4% residual-exporter treatment could become available on a proper legal and evidentiary basis. We recognise that the Commission has advised that Tianjin Hua Ao is not presently a selected or residual exporter. This is a request for reconsideration, not an assertion of entitlement to the residual rate.

If the Commission considers that residual-exporter treatment or immediate variation of securities is unavailable under the applicable framework, we request reconsideration of the facts-available methodology underpinning the 70.4% dumping component, including the representativeness of the lowest verified FOB export price for project-specific goods. We also request separate consideration of the 2.9% countervailing component and an express explanation of any available interim relief mechanism or, failing that, a reasoned determination in the final report. Our comments address SEF sections 4.7, 6.3, 6.12 and 9.9. The 24.4% residual rate is not a general rate automatically available to Chinese manufacturers.

Infinity undertakes Australian sales liaison, customer communication and technical coordination in connection with Chinese manufacture. Tianjin Hua Ao is the manufacturer relevant to the Commission's present exporter-rate assessment. Beijing Xihe Construction Engineering Co., Ltd was involved in investigation-period trading arrangements; Beijing Xinshun Tongda Trading Co., Ltd has been involved in subsequent supply arrangements. Infinity makes this submission in its own capacity as an Australian commercial participant, not as a substitute for a manufacturer's questionnaire or as a claim that Infinity itself is the Chinese exporter.

Our representative commercial schedules demonstrate why project prices require careful comparison. They are evidence of quoted scope and commercial structure; they are not presented as verified shipment prices or as an alternative dumping-margin calculation. Annex references identify extracts from the original commercial records, not complete quotations. SEF citations use printed page numbers and subsection headings. The SEF is Case 691, EPR document 501.

Project scope and price comparison

The non-confidential summary of Q1 and Q2 is as follows. Q1 and Q2 concern two large residential packages, each with scheduled areas between 10,000 and 12,000 m². One covers several buildings. Both contain alternative proprietary systems; the alternative principal-item rate is approximately 1–2% higher within each schedule. Additional acoustic performance attracts separate charges. These are historical quotations, not actual investigation-period import quantities.

The Q6 schedule allocates the Alspec royalty to the client and separately prices shop drawings; the Q11 enquiry specifies the system, performance requirements and quotation basis. (Q6, source p. 1, royalty and shopdrawing entries; Q11, enquiry body.) These records support a scope-based comparison of the Sydney and Queensland packages. They do not establish a regional manufacturing-cost differential or a common explanation for every price difference.

A meaningful comparison should identify the system, opening configuration, frame depth, glazing, acoustic and thermal requirements, hardware, supplied area and included services. Repetition across a large package may affect production efficiency, while more varied configurations may affect fabrication and technical work. Neither consideration proves the absence of dumping: normal value and export price must still be determined under the applicable framework.

The non-confidential summary of Q11 is as follows. The customer's original enquiry in Q11 requests a proprietary system, quotation in Australian dollars on an EXW basis, a separately stated per-square-metre drawing allowance, and project-specific wind, water, glazing and hardware requirements. This establishes the requested quotation basis, not final acceptance, payment or the specification of every shipment.

EXW and FOB arrangements

Q1 and Q2 quote CIF Sydney terms, while Q6 provides for factory collection and Q11 requests EXW pricing. These are quotation bases, not proof of the terms ultimately performed. A shipment charge must be analysed by the obligation it pays for: factory-to-port carriage, port handling, ocean freight and a change of loading port are different services. A separate logistics charge does not, without the parties' agreement, convert an EXW sale into an FOB sale. (Q1 and Q2, source p. 1, delivery entries; Q6, source p. 1, collection entry; Q11, enquiry body.)

For a comparison at FOB level, the Commission should identify the actual obligations and allocate supported inland transport, port and loading charges consistently. CIF figures require identification of the relevant overseas freight and insurance components. The same cost must not be counted in both the goods price and a separate logistics adjustment. No transaction-specific freight adjustment is requested on the strength of these quotations.

SEF section 4.7 — Capability and delivery

The SEF finds that Australian producers can supply across the relevant building classes, including high-rise work, and relies on actual tender and supply evidence. Section 4.7.3 also identifies underutilised capacity and scope to increase output. Infinity recognises these findings and does not ask the Commission to infer general technical incapability from the use of overseas manufacture. Nor do we seek a blanket exclusion of high-rise windows and doors from the goods under consideration. (SEF, s. 4.7, p. 94; s. 4.7.3, pp. 100–102, particularly the capacity discussion on p. 101.)

The evidence in Q1 and Q2 is narrower: the quoted packages exceed 10,000 m², and Q2 separates the work by building. Q11 shows that the customer specified technical requirements before obtaining a price. Those documents establish package composition and procurement requirements. They do not establish the available production capacity of any Australian factory or the allocation of manufacture between Australian and Chinese factories.

The narrower question is whether the domestic offer relied on in a particular comparison covered the same package, specification and required delivery sequence at the relevant time. Annual spare capacity does not itself establish the available production slot for a particular system and programme. Equally, the scale of an overseas order does not establish that suitable local capacity was unavailable. Both propositions require evidence specific to the procurement opportunity.

We therefore ask the Commission to distinguish technical ability from the commercial availability of the relevant capacity, while retaining its industry-wide assessment. Where tender evidence supports displacement or price effects, the comparison should identify package boundaries, delivery milestones, glazing and installation responsibilities, and any demonstrated split between podium and tower work. A tender for a different scope should not be treated as proof of a directly comparable lost sale without explaining the necessary adjustments.

The schedules in Q1 and Q2 corroborate the size and varied composition of the quoted packages. They are not offered as proof of the production capacity or order book of any Australian producer. Our request is to refine the inference drawn from capability and tender evidence, rather than to reverse the section 4.7 findings on the basis of project size alone.

SEF section 6.3 — Exporter status

Relevant entities and present procedural position. The Commission's Assistant Director advised Infinity that, for the present assessment, Tianjin Hua Ao is treated as the manufacturer/exporter for rate purposes and that trading companies follow the relevant manufacturer's rate. Tianjin Hua Ao did not respond to the preliminary information request and is currently classified in the uncooperative and all other exporters category. Infinity does not contend that the use of Beijing Xihe or Beijing Xinshun Tongda, or a change of invoice issuer, changes that status. The identity, role and investigation-period activity of any additional trading entity, including Beijing Qiming Yuanhang, should not be assumed without contemporaneous export records.

Section 6.3 distinguishes selected exporters, residual exporters and uncooperative exporters. The residual category derives from the PIR respondents identified in section 2.4.3 whose exports were not individually examined. Section 6.3.3 addresses failure to provide requested questionnaire information. The statutory and Direction requirements described on pages 39–40 must be applied to the relevant legal entity and its actual participation history. (SEF, ss. 6.3.1–6.3.3, pp. 131–132; s. 2.4.3, pp. 39–40.)

Australian coordination, Chinese manufacture, contractual sale, exportation and importation are different functions. A manufacturer's name, a trading-company invoice or Infinity's Australian role does not, on its own, establish the identity or procedural status of the exporter for this investigation. Nor can one entity obtain another entity's treatment merely by changing the name used on an invoice.

We request that the Commission distinguish an exporter which failed to provide requested information from an entity whose role or identity requires clarification, and identify the basis for any adverse status determination affecting the relevant supply chain. This request does not presume that an omitted PIR can be cured by a commercial explanation, or that the Commission was required to issue an individual questionnaire to every non-respondent.

The distinction matters to the statutory calculation. Section 6.11.1 applies section 269TACAB(2)(c), under which the residual export price must not be less than the weighted average export price of selected exporters. Section 6.11.2 applies section 269TACAB(2)(d), under which residual normal value must not exceed the corresponding weighted average. These provisions apply to the residual category; they do not confer that status on an exporter which did not satisfy the relevant requirements. (SEF, s. 6.11, pp. 150–151.)

Infinity does not assert that this submission establishes residual eligibility for a particular Chinese entity. We request identification of the legal entity and procedural basis to which the adverse treatment applies, and consideration of any legally available correction. If eligibility for residual treatment is established, the section 6.11 methodology should follow. Otherwise, our alternative request under section 6.12 remains: the facts used to calculate the rate should be relevant to the goods and supported by the available evidence.

Separate treatment of dumping and subsidy findings

The combined 73.3% security comprises 70.4% dumping and 2.9% countervailing components. Residual exporters have a 24.4% dumping security and no countervailing security under the preliminary notice. These categories and components must remain distinct. Any change in dumping status or methodology should not be assumed automatically to dispose of the separate subsidy assessment. (TRN 2026/147, Tables 1–2, pp. 2–3.)

We ask the Commission to identify the corresponding subsidy-status consequences of any accepted identity or participation correction and to reconsider each component on its own proper basis. This submission does not assert a verified absence of subsidies or seek to transfer a negligible subsidy finding from an unrelated entity.

SEF section 6.12 — Facts available

Section 6.12 uses the lowest verified FOB export price of the selected exporters for uncooperative and all other exporters. It explains the limitations of ABF quantity information and considers PIR proxy prices. For normal value, it uses a weighted average from selected exporters after excluding exporters found not to have dumped, rather than the highest normal value, recognising the broad range of goods and production costs. (SEF, s. 6.12.1, pp. 151–152; s. 6.12.2, pp. 152–153.)

Section 6.12.1 applies section 269TAB(3), as required by section 269TACAB(1)(d); section 6.12.2 applies section 269TAC(6), as required by section 269TACAB(1)(e). The SEF describes both determinations as having regard to all relevant information. Our objection concerns the selection and relevance of the information, not the availability of those statutory powers. The lowest verified price is not unlawful merely because it is low.

The SEF's recognition of product and cost variation for normal value also warrants a transparent assessment of product mix on the export-price side. Verification establishes the reliability of the reported data; it does not alone establish that the selected-exporter price is representative of the product mix of other exporters. The within-project alternatives and scope distinctions in Q1, Q2, Q6 and Q11 provide concrete reasons to examine that additional step.

We request an explanation, in a form that protects other parties' confidential data, of the product coverage and quantity basis of the lowest verified FOB price, its position within the available price distribution, and the extent to which it reflects comparable glazing, hardware, system and service content. The assessment should explain why the PIR range supports the chosen price for the affected goods, and how differences in product mix and quantity units were addressed. This request concerns the basis of the selected-exporter price; it does not assume that the Commission selected a single individual invoice.

We also request consideration of whether a supported weighted or product-sensitive alternative within the available evidence would better represent the relevant exports, subject to the statutory constraints. If the Commission retains the lowest FOB price, it should explain why the identified heterogeneity does not materially affect that choice and the resulting comparison with weighted normal value. Infinity does not propose to substitute the attached Australian quotations for statutory export price or normal value.

Payments for Australian services and system rights

Q6 expressly allocates a system royalty to the client and states a separate charge for shop drawings. Q11 requests a drawing allowance. This supports distinguishing obligations when comparing prices; it does not establish that a particular licence was granted, a separate service was performed or an Australian payment should be deducted from export price. The legal treatment must follow the contract, the payment obligation and its connection with the goods. (Q6, source p. 1; Q11, enquiry body.)

We ask that relevant payments be examined consistently for their relationship to the imported goods, avoiding both omission and double counting. A local service label is not a reason to exclude an amount automatically; a genuine separate service is likewise not automatically a discount on the goods. This submission relies on no assumed allocation of an unexplained price difference.

SEF section 9.9 — Injury causation

Section 9.9 considers other causes and concludes that dumped and subsidised imports caused material injury. It considers demand conditions, domestic competition, cost increases, Chinese production efficiencies and arguments about Australian capability. Infinity recognises that dumping need not be the sole cause of injury. We also recognise the section 9.9.6 finding that measures do not depend on the domestic industry being able to supply the entire Australian market. (SEF, s. 9.9, p. 197 and fn. 565, referring to s. 269TAE(2A); s. 9.9.6, pp. 201–202.)

Sections 9.9.2 and 9.9.3 assess demand contraction and domestic competition against industry-wide changes in sales and import penetration. The attached project records do not displace those aggregate findings. They address a different evidentiary step: whether the particular price comparisons and procurement inferences used to support attribution compare equivalent supply. (SEF, pp. 198–199.)

Section 9.9.4 acknowledges legitimate cost advantages, including labour, energy, automation and economies of scale, but considers dumping to have amplified those advantages and contributed to price effects. We do not ask the Commission to treat production efficiency as a defence to a properly established dumping margin. We ask it to explain how supported cost and scope differences were separated from the effects attributed to dumped imports. In particular, a margin determined using facts available should not itself substitute for an assessment of whether the prices compared contain equivalent goods and obligations. (SEF, s. 9.9.4, pp. 199–201, including the conclusions on p. 201.)

For project comparisons relied upon in the injury analysis, the Commission should check that the Australian and imported prices concern equivalent goods and supply obligations, and explain any adjustments. A supply-only EXW quote, a CIF package and a locally serviced or installed package cannot be compared simply by their headline rate. Different glass provision, drawings, royalties, hardware and delivery obligations may explain part of a price difference; the extent must be established rather than assumed.

Findings and action requested

Infinity respectfully requests that the final report: (a) address the project-scope and procurement distinctions when applying sections 4.7 and 9.9; (b) assess any substantiated exporter identity and participation clarification under section 6.3; (c) apply residual-exporter treatment at 24.4% where legally warranted; and (d), otherwise, reconsider and explain the representativeness of the section 6.12 export-price and normal-value combination, with any consequential change to measures supported by the evidence.

We request separate reasons for the dumping and countervailing components and consideration of targeted clarification relevant to these issues before final recommendations. The requested review is directed to accurate treatment of the actual goods and entities, not a general exemption for high-rise projects or an automatic reduction for all Chinese suppliers.

Lionel Luo
Director
For and on behalf of Infinity Facade Pty Ltd

Evidence index and confidentiality

This version preserves the substantive arguments and requests. Confidential identities, exact commercial quantities and negotiated prices are replaced by summaries. The commercial extracts and original email are withheld from the public version; the following summaries describe their substance and the propositions for which they are relied upon.

Annex	Document	Evidence and scope
Q1	Large residential package A	A schedule covering 10,000–12,000 m², with two proprietary-system options and principal-item rates differing by approximately 1–2%; CIF destination-port terms and specification-related extras.
Q2	Large residential package B	A multi-building schedule covering 10,000–12,000 m²; alternative systems with principal-item rates differing by approximately 1–2%; acoustic upgrades and distinctions between drawing services.
Q6	Residential package C	An EXW schedule covering 2,000–2,500 m²; drawing charges stated separately and a system royalty allocated to the client.
Q11	Customer enquiry for package D	AUD and EXW quotation requested; separate drawing allowance per square metre; specified system and performance requirements. Enquiry only, not an executed order.

Grounds for confidential treatment

Infinity requests confidential treatment of the project and counterparty identities linked to negotiated terms, precise quantities, rates, discounts and commercial arrangements. Disclosure would reveal customer-specific purchasing terms and allow competitors to reconstruct pricing and target commercial relationships. The non-confidential version provides ranges, relative price differences and descriptions of the relevant obligations so that interested parties can understand and respond to the arguments.

Each extract identifies its source and the entry relied upon. The submission does not adopt unquoted parts of a schedule as evidence of a concluded agreement or the final scope of supply. Confidential treatment is not sought for the legal arguments, published SEF findings or the relief requested.

Public materials cited

Case 691, EPR 501: Statement of Essential Facts 691, 14 October 2026, sections 2.4.3, 4.7, 6.3, 6.11, 6.12 and 9.9.
Case 691, EPR 502: Trade Remedies Notice 2026/147, 14 October 2026, Tables 1 and 2.