SUBMISSION IN RESPONSE TO

Statement of Essential Facts No. 691

Alleged dumping and subsidisation of aluminium windows and doors exported from the People's Republic of China

Case	Investigation 691 – SEF 691 (14 October 2026) and Trade Remedies Notice 2026/147 (PAD 691 and securities)
Goods	Aluminium windows and doors (AWD), as described in ADN 2025/115
Country	People's Republic of China
Submission made by	Jordan Moyle, Director Façade Concept NSW Pty Ltd (ABN 44 610 999 249) Unit 4/1–13 Atkinson Road, Taren Point NSW 2229 jordan@facadeconcept.com.au | 0438 567 326
Role of party	Interested party – Australian fabricator, installer and importer of AWD (window and window-wall systems for multi-storey and commercial projects)
Lodged by	Lodged directly by Façade Concept NSW Pty Ltd. No consultant or agent is acting.
Lodged with	The Director, Investigations 1, Australian Trade Remedies Commission – investigations1@atrc.gov.au
Date	2 November 2026 (submissions on SEF 691 close 3 November 2026)
Version	Non-confidential version for the electronic public record. Confidential information has been removed and replaced with a bracketed summary, as required by the Commission.
Public record documents referred to	EPR 691 document no. 501 (SEF 691) and document no. 502 (TRN 2026/147). Page numbers refer to the printed page numbers of SEF 691.

1 Summary of submission

1.1 Façade Concept NSW Pty Ltd (**Façade Concept**) does **not** support the preliminary findings and proposed measures in SEF 691 as they apply to window, window-wall and façade systems supplied to large, multi-storey and high-rise projects.

1.2 In our submission, the evidence summarised in SEF 691 does not establish that:

(a) the Australian industry can supply the bespoke, project-engineered façade systems required for large high-rise projects, so that measures would redirect that work to Australian manufacturers *(Section 3)*;

(b) a shared building class demonstrates competition between the Australian industry and imports in the high-rise and large-project segment *(Section 4)*;

(c) spare factory capacity is a practical substitute for proprietary systems already engineered into awarded projects *(Section 5)*; and

(d) the price comparisons supporting the undercutting finding compare like goods on a like basis *(Section 6)*.

1.3 We also ask the Commission to address the effect of the securities imposed from 15 October 2026 on identified contracts that were priced, awarded and engineered before the security rates were announced *(Sections 7 and 8)*, and the consequences for Australian employment and public projects *(Section 9)*.

1.4 Our requested outcomes are listed in **Section 10**. The central request is that measures should not extend to segments of the market in which the Australian industry does not genuinely compete, because duties in those segments cannot remove injury to the Australian industry.

2 About Façade Concept and its interest in the investigation

2.1 Façade Concept is an Australian business. Its principal has operated in the industry since 2008; the business history predates the current company structure. We undertake design, drafting, engineering coordination, project management, fabrication and installation in Australia.

2.2 We employ 10 people and provide work for approximately 30 contractors.

2.3 We are both an Australian fabricator and an importer. Approximately 20% of our work is fabricated locally. Over approximately the last 18 months we purchased about *[redacted] [value of materials purchased for local fabrication]* of materials for local fabrication, associated with approximately *[redacted] [associated contract value]* in contract value (management estimates describing the same activity at different stages).

2.4 We use Australian-designed systems, including Alspec systems where specified. Our offshore arrangements for Alspec systems include a royalty of approximately *[redacted] [per-kilogram royalty rate]* payable to Alspec Australia. System design and licensing, together with our Australian design, installation and project services, are domestic economic activity supported by our business model.

2.5 Rising electricity, premises and transport costs have increased the cost of Australian operations and limited the capital available to expand local production. Overseas fabrication has allowed us to keep servicing projects and keep the Australian business operating. It does not remove the Australian work needed to design, engineer, manage, install and warrant the completed façade package. If our business fails, that Australian activity, including our existing local fabrication, is also lost.

3 Ground 1 – The Australian industry cannot serve the large-project façade market, so measures will not remedy injury

> **SEF finding:** The Commissioner preliminarily finds that the Australian industry is capable of supplying AWD across all market segments, including multi and high-rise residential and non-residential (SEF 691, section 4.7, pp. 94 and 100–102; section 9.9.5, p. 201).

3.1 **Purpose of measures.** The SEF states that the forms of dumping duty "all have the purpose of removing the injurious effects of dumping" (section 12.2, p. 212). Securities may be taken only where necessary to prevent material injury while the investigation continues (section 269TD(4)(b) of the Act; SEF section 13.1, p. 216). Duties on imports into a segment that the Australian industry cannot supply do not remove injury to that industry. They only add cost.

3.2 **Ventora's product range.** Ventora's products are system windows with limited capacity for customisation. Its publicly described brands include Corinthian, Stegbar, A&L, Trend and Breezway. The A&L product range is presented as awning, sliding, fixed, double-hung, sashless, louvre, bifold and corner windows and residential door types, with enquiry pathways for home owners and residential builders for new homes, renovations and replacements (Evidence E09). In our assessment these products are predominantly directed at residential (Class 1) and low-rise construction.

3.3 **What large projects require.** Large high-rise façade projects require:

(a) customised curtain wall and window-wall systems;

(b) testing to AS 4284 at the façade-system level;

(c) bespoke engineering and project-specific architectural, structural and thermal verification and calculations; and

(d) rapid, large-volume production delivered in sequence with the construction programme.

3.4 The SEF accepts these differences. It recognises that AS 4284 façade testing for window wall reflects "the configuration, scale and performance requirements of the building façade system" (section 3.8, p. 91), and that AWD for large or complex projects "may be subject to additional engineering, testing, certification, design and project-delivery requirements" (section 5.7.3, p. 127).

3.5 **Substitution is not available.** Major commercial builders cannot simply substitute Ventora's system products for the bespoke systems they procure. These projects carry programme and performance obligations. In our procurement experience, neither Ventora nor any other Australian producer we are aware of has the capacity and product range to meet those requirements at the scale and speed required. This is consistent with the submission of end user Hickory Group, quoted in the SEF, that Australia does not have "sufficient local capability and capacity to reliably meet domestic demand … at the scale, timeframe and specification required" (section 9.9.5, p. 201; EPR 691 document no. 408).

3.6 **Test the claim with those who tender the market.** The capability finding relies largely on information from Australian industry members and on Confidential Attachment 1 (section 4.7.3, p. 102). We ask the Commission to test it with the parties who test the market's capacity through public and private tenders: the head contractors and façade procurers for large projects. The relevant questions are how many Australian-manufactured bids were received for high-rise façade packages, how many were technically compliant, and whether those bidders could meet the programme.

3.7 **Consequence.** Measures will not redirect large-project work to Ventora or to any other Australian manufacturer. They will raise costs and reduce the pool of compliant suppliers for projects that the Australian industry cannot serve.

4 Ground 2 – Building class is not a measure of competition; injury and any remedy should be confined to the segments where the industry competes

> **SEF finding:** The Commission is satisfied that the Australian industry supplies projects across Class 1 to Class 9 buildings (section 4.7.3, pp. 100–101) and found undercutting across building classes 1, 2, 3, 5, 6, 7 and 9 (section 9.6.1, p. 190).

4.1 **The legal test.** Measures may be imposed only in respect of dumped or subsidised goods that are causing, or threatening to cause, material injury to the Australian industry

producing like goods (sections 269TG and 269TAE of the Act). Where the Australian industry does not compete for a category of project, imports supplied to those projects cannot be the cause of its injury.

4.2 **Building class conflates use with scale.** Ventora claims capability across Class 1 to Class 9. That claim confuses broad building classifications with commercial reality. National Construction Code classes group buildings by use, not by scale, structural approach or façade requirements. A two-storey office and a 50-storey office tower are both Class 5, but the systems they require are not comparable. Class 2 likewise covers both a three-storey walk-up and a high-rise residential tower.

4.3 The A&L window-wall system offered through Ventora's A&L Windows business may meet some low-rise requirements, but it cannot meet the requirements of a 50-storey tower. Treating the two as equivalent because they share a building class is not a meaningful comparison.

4.4 **The SEF evidence is recorded by class, not by project type.** The SEF notes that tender information was described by general market segment or by building class (section 9.6.1, footnote 558, p. 190). Neither identifies building height, façade system type, or whether AS 4284 testing was required. Evidence that an Australian producer bid on a Class 2 or Class 5 project does not show that it competes for high-rise projects. The SEF itself acknowledges that "the extent of the supply varies dependent on the producer, building class and project type" (section 4.7.3, p. 101).

4.5 **The SEF already accepts that the market is segmented.** The Commission finds that the market is not homogeneous (section 5.7.3, p. 127) and divides it into residential, multi and high-rise residential, and non-residential segments (section 5.4.2, pp. 106–107). It observes that the differences are "particularly evident between lower density residential construction and larger multi-residential, high-rise residential and non-residential construction projects" (section 5.7.3, p. 127). Having accepted this, the Commission should assess causation in each segment rather than across the industry as a whole.

4.6 **The remedy should match the applicant's range.** Ventora's publicly available product information is overwhelmingly directed at Class 1 residential housing and low-rise Class 2 buildings (Evidence E09). If the applicant's product range is confined to that segment, the injury analysis and any remedy should be confined to that segment. Measures should not extend to high-rise Class 2 apartments, or to other classes in which the applicant and other members of the Australian industry do not genuinely compete, because duties are not required to remedy or prevent material injury to the Australian industry in that segment.

4.7 **Pending exemption requests.** The SEF records exemption requests not yet assessed, including for window-wall façade systems and goods produced to AS 4284 (CGT Law), AWD for Class 2 buildings (Ironside Construction), and AWD designed for Class 2 buildings and above over a floor-area threshold (Broad) (section 3.7, Table 10, p. 75). Façade Concept supports those requests and asks that they be decided in the final report.

5 Ground 3 – Spare capacity is not a substitute for systems already engineered into projects

> **SEF finding:** Australian industry members maintained available, underutilised or scalable capacity, and Ventora operated at about 80% capacity (section 4.7.3, p. 101; section 9.9.6,

> pp. 201–202). The imposition of measures does not require that the Australian industry can supply the entire market (p. 202).

5.1 We accept that measures do not depend on the Australian industry supplying the whole market. Our point is narrower: general capacity is not the same as a practical substitute for the specific systems already committed on particular projects.

5.2 **Proprietary systems.** Each window system has its own section designs, performance capabilities and supporting test reports. Our projects have been designed and engineered around selected proprietary systems whose sections are designed in Australia and extruded in China. Those sections are not available in Australia. The issue is the availability of those particular sections and that approved system, not the general ability of Australian businesses to make windows.

5.3 **Sections are not interchangeable.** Sections from another system are not interchangeable merely because they are aluminium or look similar. A substitution must be assessed against the selected system's structural capacity, glazing and hardware interfaces, weatherproofing and other project requirements. Test evidence for one system does not establish the performance of a different configuration.

5.4 **Commitment begins well before shipment.** Our projects typically involve six to nine months of work before installation begins: drawings, engineering, section selection, samples, client approvals and testing, with custom profiles and dies where required. Shipment date alone does not measure the extent of an existing commercial commitment.

5.5 **Substitution is a full change process.** Changing system requires a coordinated review of drawings, engineering, interfaces and test evidence, followed by revised approvals and, where needed, new tooling and testing. Existing design expenditure and materials may become unusable. A replacement supplier must be assessed on the complete change process and delivery sequence, not only on its ability to manufacture a window meeting a general description.

5.6 **Capacity must be assessed in practice.** Available capacity must be assessed against existing workloads and the ability to accept and deliver a substantial additional package: tooling, glass procurement, fabrication throughput and staged deliveries to site. The relevant measure is the complete period from order to usable goods on site. In our NSW procurement experience, we are not aware of a local manufacturer able to match the production volume and delivery speed of the large Chinese factories used for our projects. This is our procurement experience, not a claim to have surveyed every manufacturer.

5.7 **Ventora's capacity figure needs clarification.** The SEF describes Ventora as operating at "approximately 80% capacity utilisation during the investigation period" (p. 101) and as operating "at 80% capacity relative to FY2022" (p. 202). These are different measures. Utilisation relative to an earlier year does not show how much capacity is available for high-rise façade packages. We ask the Commission to clarify the basis of the figure.

5.8 **What would establish a substitute.** A practical substitute would require evidence of: the proposed producer and system; access to the necessary sections or a technically acceptable alternative; supporting performance evidence; the redesign and approval pathway; and a delivery programme that includes those steps. A statement of spare factory capacity does not establish these matters. We ask that the final report distinguish general production capability from demonstrated substitution for an engineered package.

6 Ground 4 – Price comparisons must compare like with like

> **SEF finding:** Half of all lost quotes and tenders were undercut by 30% or more, and undercutting on non-residential projects averaged 40% (section 9.6.1, pp. 189–191).

6.1 **Supply price versus installed package.** The final report should explain how the comparisons separate the price of the goods from the price of a completed Australian façade package. Our records give a practical example: a supply quotation of *[redacted] [supply-only quotation amount]* sits within an installed subcontract of *[redacted] [installed subcontract sum]*, meaning the supply price alone is about 40% of the installed package. On top of the supply quotation, shipping, port clearance and unloading add approximately *[redacted] [amount of shipping, port clearance and unloading costs]*. The goods landed and unloaded therefore cost approximately *[redacted] [combined amount]*, or about 43% of the installed package. The balance is not profit: it funds Australian design, installation, site obligations, warranty and contractual risk. Comparing a supply-only import price with an installed Australian package, or leaving out these associated costs, would overstate undercutting.

6.2 **Freight and delivery costs.** The overseas supply price is only one part of the cost of imported windows delivered to an Australian project. In the example at paragraph 6.1, shipping, port clearance and unloading alone added approximately *[redacted] [amount]* to the supply quotation. More generally, the costs of imported supply include international freight, insurance, port and terminal charges, customs clearance, local transport, container unloading, handling, storage and delivery to site. The SEF recognises these costs in constructing the non-injurious price, where it deducts overseas freight, insurance, into-store costs and importer expenses (section 11.5, p. 211). The same consistency should be shown in the tender comparisons at section 9.6.1, without double-counting services already included in a quotation.

6.3 **Specification controls.** We ask the Commission to explain how the comparisons control for system specification, glazing, dimensions, finish, hardware, performance requirements and included services, and, where exact matching is not available, what adjustments were made and what limitations remain.

6.4 **Imports do not always win on price.** We recently lost a package of approximately *[redacted] [package value]* to a local fabricator whose reported price was approximately *[redacted] [price difference]* lower. This is our account of the tender outcome; the competing scope has not been verified. It supports testing actual procurement decisions on comparable packages, rather than assuming imported supply wins through a lower completed-project price.

6.5 **Other causes of injury.** The SEF accepts that contraction in demand "may explain in part" the reduction in the Australian industry's sales value (section 9.9.2, p. 198). Rising input, energy and premises costs also affect all Australian producers. We ask the Commission to explain clearly how these factors have been separated from injury attributed to dumped or subsidised imports (section 269TAE(2A) of the Act).

6.6 These requests concern the reliability and interpretation of the comparisons. Our project evidence does not seek to recalculate exporters' dumping margins.

7 Ground 5 – Existing contracts priced and engineered before the securities

7.1 Three of our current contracts were priced and awarded, and have been engineered around the selected systems, before the security rates were announced on 14 October 2026. All goods for these contracts remain in China. Design has progressed since award.

Project	Head contractor	Key dated records	Price terms
[redacted] [social housing project, Sydney]	*[redacted] [name of head contractor]*	Letter of intent 30 April 2026 (E01) Supply quotation emailed 24 June 2026 (E02) First-material invoice BN01, 13 August 2026 – a payment request, not proof of payment (E03)	Firm lump sum *[redacted] [subcontract sum]* ex GST, no rise and fall Supply quotation *[redacted] [supply amount]* Invoice BN01 *[redacted] [invoice amount]*
[redacted] [NSW public school project]	*[redacted] [name of head contractor]*	Subcontract *[redacted] [subcontract reference]* (E04)	Cl. 22.1(b) (p. 76): costs and charges included in the subcontract sum; no rise-and-fall or foreign-exchange adjustment Cl. 11.1 (pp. 43–44): cost of complying with legislative requirements falls on the subcontractor
[redacted] [apartment project, NSW]	*[redacted] [name of head contractor]*	Our quotation dated 24 March 2026, referred to in the tender offer (E05)	Invitation to tender cl. 5: fixed pricing with no increase for labour, materials, other costs or exchange rates Tender offer *[redacted] [tender sum]* ex GST

7.2 **The cost cannot be passed on.** These are specific contractual barriers to treating the additional import cost as an automatic increase in the builder's payment obligation. The final agreed qualifications and subcontract terms govern any recovery entitlement, but our commercial position is that the additional costs cannot be passed on under the commitments we have made. The Commission should not assume that a builder will reimburse them. A negotiated contribution would not remove the cost from the Australian economy; it would move it to the builder or the project client.

7.3 **The cost cannot be absorbed.** Our business operates on an approximate project margin of *[redacted] [approximate project margin]*. There is no capacity within that margin to absorb charges of the size proposed, and no avenue is available to us to obtain the additional funding required.

7.4 **Scope of this claim.** Our chronology predates the announcement of the actual security rates. It is not a claim that every commitment predates the initiation of the investigation on 25 November 2025.

8 Securities and the immediate funding problem

8.1 **Correct rate.** Effective security rates range from nil for Altop to 73.3% (70.4% dumping and 2.9% countervailing) for uncooperative and all other exporters (SEF section 13.3, p. 216; TRN 2026/147, Table 2). We ask for urgent confirmation of the exporter category, covered goods and assessment basis applicable to our actual transactions, rather than an assumed universal rate.

8.2 **Funding at clearance.** A requirement to lodge security is a funding problem before any final duty is decided. A later adjustment or release of security does not provide the funds needed when the goods must be cleared and delivered. On our present assessment, an unfunded requirement at the anticipated level threatens our ability to complete these contracts and to continue trading.

8.3 **A bounded, verifiable approach.** We propose that the responsible decision-maker consider a defined category of commitments:

(a) identifiable contracts priced and awarded before 14 October 2026;

(b) supported by dated records of contract date and price, system and design status, supplier commitment, remaining goods and expected shipment dates; and

(c) limited to a fixed schedule of goods for those contracts and a documented completion period, with later orders and additional scope excluded.

8.4 This limits any effect on future competition and makes the request verifiable. We ask the Commission to identify the legal route, decision-maker and evidence needed or, if no existing route permits it, to say so promptly so the matter can be referred to the Minister without delay.

8.5 Because the goods remain in China, a process limited to goods already shipped would not resolve these commitments. The basis of our request is the prior contract, engineering and procurement commitment, not the departure of a vessel.

9 Consequences for Australian employment, builders and public projects

9.1 If the additional costs cannot be funded or absorbed, the consequences extend beyond our business. Builders may face interruption, resequencing, replacement procurement and additional completion costs. A public school project, a social housing project and an apartment development are directly exposed. Our employees and contractors, and our own local fabrication, would lose continuity of work.

9.2 A replacement contractor would face the same technical, procurement and programme constraints described in Section 5. The costs of redesign, remobilisation or delay would fall on builders and clients. We ask that these consequences be put before the Minister, who must decide on the final recommendations due by 16 December 2026.

10 Requested outcomes

Façade Concept asks the Commission to:

10.1 **Confine measures to the segments where the Australian industry competes.** Not recommend measures for window-wall and façade systems for large multi-storey and high-rise projects, including systems tested to AS 4284, and decide the pending exemption requests in SEF Table 10 in the final report (Sections 3 and 4).

10.2 **Assess injury and causation by segment.** Analyse competition by building height and system type, not building class alone, and publish a meaningful non-confidential summary of Confidential Attachment 1 and the tender analysis on that basis (Section 4).

10.3 **Test capability with head contractors.** Obtain tender evidence from the builders and façade procurers who tender large projects, rather than relying on the applicant's account (Section 3.6).

10.4 **Distinguish capacity from substitution.** Distinguish general production capacity from demonstrated substitution for an engineered package, including throughput, existing workloads and full lead time to site, and clarify the basis of Ventora's 80% capacity figure (Section 5).

10.5 **Explain the price comparisons.** Explain the scope adjustments in the price comparisons, including installation and package costs, freight, unloading, handling, storage and delivery to site, and how other causes of injury have been separated (Section 6).

10.6 **Confirm our security position.** Confirm the exporter category, covered goods and assessment basis for our transactions, and provide a named contact for urgent clarification (Section 8.1).

10.7 **Address existing commitments.** Identify any lawful route for the bounded relief described in Section 8.3, covering goods still in China and the design and procurement already undertaken, or refer the matter to the Minister promptly (Sections 7 and 8).

10.8 **Inform the Minister.** Put the effects on Australian fabrication, employment and public project delivery before the Minister when referring implementation issues (Section 9).

11 Supporting evidence and confidentiality

11.1 The evidence relied on is listed below. Commercial records are provided as confidential attachments; they contain contract prices and terms of third parties.

Ref	Document	Status
E01	*[redacted] [social housing project]* letter of intent, 30 April 2026 – date, project, sum and firm-price terms	Confidential attachment
E02	*[redacted] [social housing project]* supply quotation and covering email, 24 June 2026	Confidential attachment
E03	Material invoice BN01, 13 August 2026 (payment request)	Confidential attachment
E04	*[redacted] [public school project]* subcontract – identification page and clauses 11.1 and 22.1	Confidential attachment
E05	*[redacted] [apartment project]* invitation to tender (clause 5) and tender offer referring to the 24 March 2026 quotation	Confidential attachment
E06	Dated approved drawing or engineering record identifying the specified system, with designer or supplier statement on substitution	Available on request
E07	Freight, unloading, handling and storage quotations or invoices, reconciled to supplier delivery terms	Available on request

Ref	Document	Status
E08	Supplier production schedule and staged delivery commitments	Available on request
E09	Ventora and A&L Windows public product information (see References)	Public

11.2 **Confidentiality.** Contract sums, quotation and invoice amounts, our project margin, the Alspec royalty rate, contract references and the identities of our head contractors and projects are commercially sensitive to Façade Concept and to third parties. Their disclosure would adversely affect our commercial position and our relationships with clients and suppliers. In the non-confidential version each item is replaced with a bracketed summary so that other interested parties can understand and respond to the submission.

11.3 **Further information.** This submission is based on the records presently available. We can supply further particulars on any specific matter. If the Commission requires additional evidence, please identify the question and advise whether, and by when, supplementary material can be accepted. Please acknowledge receipt and provide a named contact for our urgent requests concerning existing commitments.

Yours sincerely,

Jordan Moyle
Director
Façade Concept NSW Pty Ltd
2 November 2026

References

[1] Australian Trade Remedies Commission, Statement of Essential Facts No. 691 – Aluminium Windows and Doors – China, 14 October 2026, EPR 691 document no. 501. Sections cited: 3.7, 3.8, 4.3, 4.7, 5.4.2, 5.7.3, 9.6.1, 9.9.2, 9.9.5, 9.9.6, 11.5, 12.2, 13.1, 13.3. https://www.industry.gov.au/sites/default/files/atrc/public-record/2026-10/691-501-report-statement-of-essential-facts-sef-691.pdf

[2] Australian Trade Remedies Commission, Trade Remedies Notice No. 2026/147 – Preliminary Affirmative Determination No. 691 and imposition of securities, 14 October 2026, EPR 691 document no. 502.

[3] Platinum Equity, “Ventora” company profile (brands: Corinthian, Stegbar, A&L, Trend, Breezway), accessed 2 November 2026. https://www.platinumequity.com/our-company/ventora/

[4] A&L Windows & Doors, “About us” and product range pages, accessed 2 November 2026. https://alwindows.com.au/about-us