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Date: 9th November 2026
Attn: Australian Trade Remedies Commission
Email: Investigations1@atrc.gov.au

Re: Australian Trade Remedies Commission – Trade Remedies Notice No 2026/147

Response from an Australian Importer of Aluminium Glazed Windows

Good afternoon,

We write on behalf of Creative Aluminium Facades Pty Ltd in response to Trade Remedies Notice No. 2026/147 regarding the proposed anti-dumping and countervailing measures on aluminium windows and doors imported from China.

As an Australian importer and installer of aluminium window systems for major high-rise residential and commercial developments, we respectfully object to the imposition of these duties and request that the Commission carefully consider the unique circumstances of our industry sector and the significant adverse consequences these measures will have on existing Australian construction projects.

High-Rise Façade Systems Are Not Comparable to Domestic Residential Window Products

The products imported by our company are not standard residential windows that compete directly with products manufactured by Australian domestic producers.

Our imports consist of large-scale, fully engineered façade and window systems designed specifically for high-rise developments. These systems are custom-engineered for individual projects and involve complex structural, thermal, acoustic, wind loading, waterproofing and performance requirements that differ substantially from conventional residential window products.

The design, engineering, manufacturing and testing requirements associated with these systems place them in a different market segment to the majority of domestic residential window manufacturers. As such, the level of direct competition between these imported systems and locally manufactured residential window products is significantly limited.

Many Project-Specified Components Are Not Available Locally

Many of the high-rise projects we deliver require specialised glass types and glazing configurations that are specified by project consultants, architects and engineers.

In many cases, the required glass products are either unavailable in Australia or cannot be supplied in the required quantities, performance specifications or project timeframes. Consequently, sourcing these systems from overseas is not simply a commercial preference but a practical necessity in order to satisfy project design requirements.

The imposition of duties on these products does not create a viable alternative domestic supply chain where one does not currently exist.

Existing Contracts Were Executed Prior to the Imposition of Duties

Of critical concern is the impact these duties will have on projects already underway.

Our company enters into fixed-price construction contracts with developers and builders, and we likewise execute fixed-price supply agreements with our overseas manufacturers months, and often years, in advance of product delivery.

These contracts were negotiated and executed in good faith before the announcement of the proposed duties and without any ability to anticipate the resulting additional costs.

Unlike future projects, existing contracts cannot generally be repriced to recover these additional costs. The financial burden therefore falls entirely on Australian façade contractors and importers.

Existing Projects Face Severe Financial Harm

The proposed duties will introduce substantial unplanned costs into projects that are already contractually committed.

Because pricing has already been locked in at both the supply and construction levels:

- Developers are unable to absorb the additional cost through existing agreements.
- Contractors cannot pass the increased costs on to clients.
- Supply agreements with overseas manufacturers have already been executed at fixed prices.
- Margins that were established when tenders were submitted are effectively eliminated.

For many existing projects, the proposed duties will convert profitable contracts into break-even or loss-making projects.

This outcome is particularly inequitable given that the commercial decisions relating to these projects were made well before the implementation of the proposed measures.

Request for Grandfathering Exemption for Existing Contracts

At a minimum, we strongly urge the Commission to recommend an exemption for projects that were contractually committed before the imposition of securities and duties.

Such an exemption would recognise that affected Australian businesses:

- Had no reasonable opportunity to account for the duties in their pricing;
- Are contractually obligated to proceed with projects already awarded;
- Cannot renegotiate fixed-price supply arrangements;
- Cannot recover additional costs from clients; and
- Face significant and disproportionate financial hardship as a result.

The purpose of anti-dumping measures is to encourage fair competition and support domestic manufacturing. However, applying duties to projects that were contractually committed prior to the implementation of the measures will not achieve that objective.

For many affected projects, fixed-price supply contracts with Chinese manufacturers were executed well before the announcement of the proposed duties, and in numerous cases the products have already been manufactured or are currently in production. Likewise, fixed-price contracts have already been executed with Australian developers, builders and clients.

Applying duties to these existing projects will not result in those purchases being redirected to Australian manufacturers, nor will it generate additional demand for locally produced products. The procurement

decisions were made, contracts were executed, and manufacturing commitments were established before the measures were introduced. Many of these systems have already been fully manufactured, tested and committed to shipment.

The only practical outcome of imposing duties on these projects is the transfer of unexpected and unrecoverable costs to Australian importers, contractors and installers.

In these circumstances, the proposed duties do not advance the objective of increasing local manufacturing participation. Instead, they create significant financial hardship for Australian businesses that acted in good faith and entered into binding contractual arrangements under the regulatory environment that existed at the time.

For many existing projects, the additional duties will entirely erode the anticipated profit margin. Our company has entered into fixed-price contracts with Australian clients and corresponding fixed-price supply agreements with overseas manufacturers. These agreements were negotiated and executed before the implementation of the duties, leaving no practical mechanism to recover the additional costs.

Accordingly, we strongly submit that all projects subject to executed supply and construction contracts prior to the implementation of the duties should be exempt through a grandfathering arrangement. Such an approach would protect Australian businesses from retrospective financial impacts while preserving the intended effect of the measures for future procurement decisions. The duties would then apply prospectively to future procurement decisions, where purchasers can genuinely assess local and imported supply options, which aligns with the intended purpose of the trade remedy framework.

Furthermore, many of the high-rise façade systems affected by this investigation are specialised, fully engineered systems that are not directly comparable to standard residential window products manufactured domestically by a majority of existing providers. Exempting existing contracts would therefore not undermine the objective of supporting Australian manufacturers, particularly where the products have already been procured, produced and committed to specific projects.

Applying duties to existing fixed-price contracts will not create additional orders for Australian manufacturers. It will simply impose substantial unforeseen costs on Australian businesses for commercial decisions that cannot now be reversed.

Conclusion

We respectfully submit that the Commission should give careful consideration to the distinct nature of high-rise engineered façade systems, the absence of equivalent domestic alternatives for many specified products, and the severe financial impact that the proposed measures will have on Australian contractors already committed to fixed-price projects.

At the very least, we strongly request that all projects subject to executed supply and construction contracts prior to the implementation of the duties be exempted from any anti-dumping or countervailing measures.

Thank you for considering our submission. We would welcome the opportunity to provide further information regarding specific projects and the financial impact these duties will have on our business and the broader construction industry.

Regards,



Carly Fleming

Business Manager