5 November 2026

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

By email: investigations1@atrc.gov.au

Dear Director

Investigation No. 691 – Aluminium windows and doors exported from the People's Republic of China
Formal Offer of Price Undertaking by Huzhou Anji Yingtong International Trade Co Ltd.

Dear Commissioner,

Huzhou Anji Yingtong International Trade Co Ltd (**Exporter**) hereby formally submits this offer of a price undertaking to the Australian Trade Remedies Commission (**ATRC**) in relation to the ongoing investigation into the alleged dumping of aluminium windows and doors (**AWDs**) exported to Australia as an alternative to the Minister publishing a dumping notice in respect of the Exporter.

The Exporter understands that the purpose of this undertaking is to ensure that future export trade of AWDs is conducted in a manner that avoids causing or threatening material injury to the Australian industry, in accordance with the relevant provisions of the *Customs Act 1901*.

1. Exporter Information

The party offering this undertaking is:

Huzhou Anji Yingtong International Trade Co Ltd.

Contact: [redacted]

Email: [redacted]

The Exporter sells and exports AWDs directly to Australian importers. Its Australian importer customers in the period 1 July 2024 to 30 June 2025 (**Relevant Period**) were:

1. [redacted]

2. [redacted]

The Exporter does not sell to Chinese traders or intermediaries.

The Exporter did not submit a preliminary information request in relation to the Investigation. This was not due to any reluctance to assist the Commission. The Exporter has had no previous involvement in trade remedy investigations and believed that as its goods were exported at a profit, the Investigation would not apply to them. The Exporter previously had an understanding that dumping duties only applied to unprofitable sales.

The Exporter is willing to provide any information the Commission believes will help it assist with determining whether the acceptance of a price undertaking is appropriate. To assist the Commission, attached is a list of exports of AWBs to Australia in the 2025 calendar year. The list includes the total price and the size in square metres of the order. [**CONFIDENTIAL ATTACHMENT - LIST OF SALES]**

The average FOB price per square metre price of AWBs exported by the Exporter during the Relevant Period was RMB [redacted] (approximately AUD [redacted] using an exchange rate of RMB 1 = AUD 0.213226) (**Minimum Price**). The Exporter submits that AWDs exported at or above the Minimum Price will remove the injury, or threat of injury to the Australian industry.

The product range exported by the Exporter are premium bespoke architectural products. These products offer alternative solutions for projects requiring particular combinations of architectural detailing, opening mechanisms, glazing, thermal performance and installation arrangements.

The Exporter's products do not compete with mass produced standardised products for residential homes.

The Commission has access to the pricing of the Australian industry and export pricing. The Commission has considered Ventora's cost to make and sell information and has determined a non-injurious price (**NIP**). The Exporter is confident that its pricing is above the NIP. [redacted] **[Comparison to advertised Australian retail prices]** Of course, its export price does not include the cost of international freight, domestic transport, domestic selling and general administration and domestic profits. The Export price is not reflective of the price at which its distributor customers will sell goods to the end users (Australian construction companies).

2. Product Coverage

This undertaking applies to complete and partially assembled AWDs exported to Australia by the Exporter. This is all of the goods covered by any potential dumping notice.

3. Pricing Undertaking

The Exporter undertakes that for all future sales of the subject goods to the Australian market, the Free-on-Board (FOB) price of complete AWDs, and partially assembled AWDs, will not be less than the following:

Minimum Export Price: The higher of the NIP calculated by the Commissioner or RMB [redacted] per square metre. The Exporter is also prepared to set the minimum export price at the AUD equivalent (approximately $[redacted]).

Currency: RMB (Chinese Yuan).

Pricing Basis: FOB, per square metre.

Level of Trade: This undertaking applies to export sales to Australia distributors.

Payment Terms: [redacted] upon placing the order and [redacted] prior to shipment.

The Exporter agrees to maintain this minimum price level to ensure that the export of the subject goods does not cause material injury to the Australian industry.

4. Commitment to Compliance and Monitoring

The Exporter fully acknowledges that it is responsible for ensuring all terms of this undertaking are complied with. In accordance with the conditions that may be set by the Minister, the Exporter agrees to:

a) Provide ATRC or the Australian Border Force (**ABF**) with all information relevant to the fulfillment of this undertaking on an agreed-upon basis. At a minimum, the Exporter is willing to provide a report by the 7th of each month that sets out goods exported in the previous calendar month, the name of the importer, the invoice price of the goods and the price of the goods expressed on a per square meter basis. This will be presented on a per transaction basis and as a monthly total.
b) Allow appropriate access to such information as required by the Commission or the ABF for the purpose of verifying compliance.
c) Maintain accurate records of all sales to Australia and provide regular reports as requested by the Commission or the ABF.

5. Appropriateness of the undertaking

It is submitted that the acceptance of the undertaking is appropriate in this case for a number of reasons:

a) Despite the wide range of goods covered by the proposed dumping notice, the Exporter has offered a single minimum price which is transparent, administratively easy and not capable of circumvention by the selection of the type of exported good;
b) The Exporter is an exporter of high end products that are not of their nature likely to have caused injury to the Australian industry;
c) The proposed minimum price is well above the advertised retail price household AWDs sold [redacted] **[Reference to third party Australian retail price]**;
d) Given that the Exporter is subject to the all other exporter rate, it is extremely motivated to comply with the terms of the undertaking;
e) The Exporter has made substantial information offers to the Commission that will enable it to ensure that there is compliance with the terms of the undertaking; and
f) At a minimum, the export price will be above the NIP.

6. Acknowledgement of Consequences of Breach

The Exporter acknowledges and understands that a failure to comply with the pricing established in this undertaking, or a failure to comply with any other conditions (including the provision of information), may constitute a breach of the undertaking. The Exporter understands that such a breach may result in the immediate resumption of the investigation into the need to publish a dumping duty notice in respect of the Exporter, and the potential imposition of securities or retrospective duties.

The Exporter respectfully requests that the Commissioner considers this offer and makes a recommendation to the Minister for the acceptance of this undertaking, thereby suspending the investigation as it relates to the Exporter.

Please feel free to contact us if you would like to discuss the terms of this offer or require any further information.

Yours faithfully
CGT Law



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