Canadian International Trade Tribunal
Tribunal canadien du commerce extérieur

CANADIAN INTERNATIONAL TRADE TRIBUNAL

Dumping and Subsidizing

ORDER AND REASONS

Expiry review RR-2025-001

Carbon Steel Screws

Order and reasons issued
Thursday, March 26, 2026

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IN THE MATTER OF an expiry review, pursuant to subsection 76.03(1) of the *Special Import Measures Act*, of the order made by the Canadian International Trade Tribunal on September 2, 2020, in expiry review RR-2019-002, continuing with amendment, its order made on January 5, 2015, in expiry review RR-2014-001, continuing, with amendment, its order made on January 6, 2010, in expiry review RR-2009-001, continuing, with amendment, its finding made on January 7, 2005, in inquiry NQ-2004-005, concerning:

CARBON STEEL SCREWS ORIGINATING IN OR EXPORTED FROM THE PEOPLE'S REPUBLIC OF CHINA AND THE SEPARATE CUSTOMS TERRITORY OF TAIWAN, PENGHU, KINMEN AND MATSU

ORDER

The Canadian International Trade Tribunal, pursuant to subsection 76.03(1) of the *Special Import Measures Act* (SIMA), has conducted an expiry review of its order made on September 2, 2020, in expiry review RR-2019-002, continuing with amendment, its order made on January 5, 2015, in expiry review RR-2014-001, continuing, with amendment, its order made on January 6, 2010, in expiry review RR-2009-001, continuing, with amendment, its finding made on January 7, 2005, in inquiry NQ-2004-005, concerning the dumping of certain carbon steel screws originating in or exported from the People's Republic of China and the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei) and the subsidizing of such products originating in or exported from the People's Republic of China, excluding carbon steel screws specifically designed for application in the automotive or aerospace industry and the products described in Appendix 1 to this order.

Pursuant to paragraph 76.03(12)(b) of SIMA, the Tribunal continues its order in respect of the aforementioned goods, excluding the products described in Appendix 2 to this order.

Cheryl Beckett

Cheryl Beckett
Presiding Member

Eric Wildhaber

Eric Wildhaber
Member

Elizabeth Whitsitt

Elizabeth Whitsitt
Member

The statement of reasons will be issued within 15 days.

APPENDIX 1: PRODUCTS EXCLUDED IN NQ-2004-005, RR-2009-001, RR-2014-001, RD-2016-001, RD-2016-003 AND RR-2019-002

All carbon steel screws that are listed below are *specifically excluded*.

- Acoustic lag screws (*Tire-fond anti-acoustiques*)
- Aster screws (*Vis Aster*)
- Chicago screws (*Vis « Chicago » [pour reliures]*)
- Collated screws (*Vis sur bande*)
- Connector screws (kd) (*Vis de connexion [démontables]*)
- Decor screws (*Vis de décoration*)
- Drawer handle screws (*Vis de poignée de tiroir*)
- Drive spikes RR (*Crampons torsadés CF*)
- Euro screws (*Eurovis*)
- Hex socket cap screws (*Vis creuses à tête hexagonale*)
- Instrument screws (*Vis d'instrument*)
- Knurled head screws (*Vis à tête moletée*)
- Machine screws with wings (*Vis mécaniques à oreilles*)
- Optical screws (*Vis d'optométrie*)
- Screw spikes RR (*Tire-fond CF*)
- Security screws (*Vis de fixation*)
- Self-clinching studs (*Goujons autoriveurs*)
- Socket cap screws (*Vis filetées sous tête, à tête creuse*)
- Socket set screws (*Vis de réglage à tête creuse*)
- Square-head set screws (*Vis de réglage à tête carrée*)
- Thumb screws (*Vis de serrage*)
- U-drive screws (*Vis de type U*)
- Wing screws (*Vis à oreilles*)
- Screws imported under tariff item Nos. 9952.00.00, 9964.00.00, 9969.00.00, 9972.00.00 and 9973.00.00 for use in the manufacture of snowmobiles, all-terrain vehicles, personal watercraft and three-wheeled motorcycles (*Vis importées dans les numéros tarifaires 9952.00.00, 9964.00.00, 9969.00.00, 9972.00.00 et 9973.00.00 devant servir dans la fabrication de motoneiges, de véhicules tout-terrain, de motomarines et de motocyclettes à trois roues*)
- R4™ screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent numbers 2 267 572 and 2 198 832 and a Climatek™ coating which is certified to meet the ICC Evaluation Service, Inc. (ICC-ES) "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis R4^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés aux numéros de brevet canadiens 2 267 572 et 2 198 832 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)

- RSS™ rugged structural screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent numbers 2 267 572 and 2 140 472 and a Climatek™ coating which is certified to meet the ICC-ES "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis de construction durables RSS^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés aux numéros de brevet canadiens 2 267 572 et 2 140 472 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)
- MSS™ zip tip metal siding screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent numbers 2 267 572 and 2 478 635 and a Climatek™ coating which is certified to meet the ICC-ES "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis à pointe zip tip pour bardage en métal MSS^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés aux numéros de brevet canadiens 2 267 572 et 2 478 635 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)
- MSS™ drill tip metal siding screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent numbers 2 267 572 and 2 478 635 and a Climatek™ coating which is certified to meet the ICC-ES "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis à pointe perçante pour bardage en métal MSS^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés aux numéros de brevet canadiens 2 267 572 et 2 478 635 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)
- Pan™ head screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent number 2 267 572 and a Climatek™ coating which is certified to meet ICC-ES "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis à tête Pan^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés au numéro de brevet canadien 2 267 572 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)
- Cabinet™ screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent number 2 267 572 and a Climatek™ coating which is certified to meet ICC-ES "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis Cabinet^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés au numéro de brevet canadien 2 267 572 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)

- FIN/Trim™ head screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent number 2 267 572 and a Climatek™ coating which is certified to meet ICC-ES "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis à tête FIN/Trim^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés au numéro de brevet canadien 2 267 572 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)
- White FIN/Trim™ head screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent number 2 267 572 and a Climatek™ coating which is certified to meet ICC-ES "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis à tête White FIN/Trim^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés au numéro de brevet canadien 2 267 572 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)
- RT Composite™ Trim™ head screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent number 2 267 572 and a Climatek™ coating which is certified to meet ICC-ES "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis à tête RT Composite^{MC} Trim^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés au numéro de brevet canadien 2 267 572 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)
- White RT Composite™ Trim™ head screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent number 2 267 572 and a Climatek™ coating which is certified to meet ICC-ES "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis à tête White RT Composite^{MC} Trim^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés au numéro de brevet canadien 2 267 572 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)
- Vinyl Window™ screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent number 2 267 572 and a Climatek™ coating which is certified to meet ICC-ES "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis Vinyl Window^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés au numéro de brevet canadien 2 267 572 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)

- Caliburn™ concrete screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent number 2 267 572 and a Climatek™ coating which is certified to meet ICC-ES "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis pour béton Caliburn^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés au numéro de brevet canadien 2 267 572 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)
- Kameleon™ composite deck screws marketed by GRK Canada Limited which have the features and characteristics described in Canadian patent number 2 267 572 and a Climatek™ coating which is certified to meet ICC-ES "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals" (AC257); or equivalent (*Vis pour terrasses en matériaux composites Kameleon^{MC} commercialisées par GRK Canada Limited, ayant les caractéristiques et éléments énoncés au numéro de brevet canadien 2 267 572 et un enduit Climatek^{MC}, celui-ci respectant les exigences de la norme « Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatment Chemicals » (AC257) du ICC Evaluation Service, Inc. (ICC-ES); ou l'équivalent*)
- Sharp-pointed drywall screws with diameters ranging from #6 to #7, lengths ranging from 0.4375 in. to 2.25 in., with a coarse, fine or high-low thread, with a bugle, flat, pan, truss or wafer head, with a Phillips driver and a black phosphate or standard zinc finish (*Vis pointue à cloison sèche dont le diamètre varie de #6 à #7 et la longueur de 0.4375 po à 2.25 po, ayant un filet normal, fin ou « haut-bas » (high-low), une tête Phillips évasée, plate, cylindrique bombée, bombée ou mince, et un enduit de phosphate noir ou de zinc standard*)
- Self-drilling drywall screws with diameters ranging from #6 to #7, lengths ranging from 0.4375 in. to 2.25 in., with a fine thread, with a bugle, flat, flat truss, pan, pancake, truss or wafer head, with a Phillips driver and a black phosphate or standard zinc finish (*Vis autoperceuses à cloison sèche dont le diamètre varie de #6 à #7 et la longueur de 0.4375 po à 2.25 po, ayant un filet fin, une tête Phillips évasée, plate, plate bombée, cylindrique bombée, « galette », bombée ou mince, et un enduit de phosphate noir ou de zinc standard*)
- TOPLoc™ or Splitstop™ composite decking fasteners for exclusive use in conjunction with TimberTech® composite material decking systems (*Pièces d'attache pour terrasses en matériaux composites TOPLoc^{MC} ou Splitstop^{MC} devant être utilisées exclusivement avec les systèmes de terrasses en matériaux composites TimberTech^{MD}*)
- Titen HD™ (THD) heavy-duty carbon steel screw anchors for concrete, manufactured for and imported by Simpson Strong-Tie, bearing Canadian trademark number TMA614622 and Canadian patent number CA2349358, with diameters of between 0.25 in. (1/4 in.) and 0.375 in. (3/8 in.), inclusive (i.e. between 6.35 mm and 9.525 mm, inclusive), and lengths of between 1.25 in. and 8.00 in., inclusive (i.e. between 31.75 mm and 203.2 mm, inclusive), tested or assessed in accordance with one or more of: ASTM E488 ("Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements"); AC106 ("Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements"); AC193 ("Acceptance Criteria for Mechanical Anchors in Concrete Elements"); or ACI 355.2/ACI 355.2R ("Qualification of Post-Installed Mechanical Anchors in Concrete") as amended or replaced from time to time (*Vis d'ancrage en acier au carbone robuste Titen HD^{MC} (THD) pour le béton, fabriquées pour Simpson Strong-Tie et importées par celle-ci, portant le numéro d'enregistrement de marque de commerce canadien TMA614622 et le numéro de brevet canadien CA2349358, dont le diamètre varie de 0,25 po (1/4 de po) à 0,375 po (3/8 po), inclusivement (6,35 mm à 9,525 mm, inclusivement), et la longueur de 1,25 po à 8,00 po, inclusivement (31,75 mm à 203,2 mm, inclusivement), testées ou évaluées*

selon l'une ou plusieurs des normes suivantes : ASTM E488 (« Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements »), AC106 (« Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements »), AC193 (« Acceptance Criteria for Mechanical Anchors in Concrete Elements ») ou ACI 355.2/ACI 355.2R (« Qualification of Post-Installed Mechanical Anchors in Concrete »), telles que modifiées ou remplacées de temps à autre)

- Shoulder bolts made of steel, grade 5, and zinc-plated, with a hexagonal head, an unthreaded cylindrical shoulder section ranging from 1/4 inch to 3/4 inch in diameter, and a threaded section that is smaller in diameter than the shoulder ranging from 3/8 inch to 7/8 inch in length and between 10-24 and 5/8-11 in common thread sizes (*Boulons à épaulement en acier, grade 5, revêtus de zinc, constitués d'une tête hexagonale, d'un épaulement cylindrique non fileté dont le diamètre varie de 1/4 de pouce à 3/4 de pouce et d'une section filetée dont le diamètre est inférieur à celui de l'épaulement, dont la longueur varie de 3/8 de pouce à 7/8 de pouce et dont la taille de filet commun varie de 10-24 à 5/8-11*)
- Squeeeeek No More® square-drive wood screws, manufactured by or on behalf of O'Berry Enterprises Inc. under U.S. patent Nos. 5,371,992, 5,372,466 or 6,250,186, for use in wood flooring, with scoring above the threaded portion of the screw that allows the upper portion of the screw and head to be easily broken off, 3" or 3.5" in length, of a #8 or #9 diameter, threaded in part with 8 threads per inch and in part with 9 threads per inch, with the remainder unthreaded, and covered in a Gleitmo 615 lubricant coating (or equivalent coating) and imported in packages of 500 screws or less (*Vis à bois à empreinte carrée Squeeeeek No More®, fabriquées par O'Berry Enterprises Inc. ou au nom de celle-ci en vertu des brevets américains no 5 371 992, 5 372 466 ou 6 250 186, pour les planchers de bois, dont la partie supérieure de la tige est amincie pour que la tête puisse facilement être enlevée, de 3 à 3,5 pouces de longueur, de calibre 8 ou 9, à filetage partiel de 8 filets par pouce et de 9 filets par pouce, le reste de la tige n'étant pas filetée, enduites de lubrifiant Gleitmo 615 (ou enduit équivalent) et importées en paquets d'au plus 500 vis*)
- Screws designed by 1833236 Ontario Inc. d.b.a. U2 Fasteners and marketed under the trade name Construction Screw™, which have the features and characteristics described in Canadian patent number 2 979 899, a U-Gold™ coating, and are certified to comply with the most recent versions of the International Building Code® and the International Residential Code® and recognized for use in wood chemically treated with waterborne alkaline copper quaternary, type D (ACQ-D); or equivalent (*Vis conçues par 1833236 Ontario Inc. s/n U2 Fasteners et commercialisées sous la marque Construction Screw^{MC}, ayant les caractéristiques et éléments énoncés au numéro de brevet canadien 2 979 899, un revêtement U-Gold^{MC} et qui sont certifiées conformes aux versions les plus récentes du International Building Code^{MD} et du International Residential Code^{MD} et reconnues pour être utilisées avec du bois traité chimiquement au cuivre alcalin quaternaire par procédé hydrique, type D (ACQ-D), ou l'équivalent*)
- Screws designed by 1833236 Ontario Inc. d.b.a. U2 Fasteners and marketed under the trade name Vinyl Extrusion Screw™, which have the features and characteristics described in Canadian patent number 2 979 899 and a proprietary coating; or equivalent (*Vis conçues par 1833236 Ontario Inc. s/n U2 Fasteners et commercialisées sous la marque Vinyl Extrusion Screw^{MC}, ayant les caractéristiques et éléments énoncés au numéro de brevet canadien 2 979 899 et un revêtement exclusif, ou l'équivalent*)
- Composite deck screws with a dual coarse thread design, a counter boring head, a #20 TORX® ttap® drive and in lengths of 2.5 in. or 3 in., packaged together with color matched plugs made from the same material as the deck boards, and a setting tool designed to drive the screw to the appropriate level below the surface of the board, as part of the Cortex® Hidden Fastening System for Decking; or equivalent (*Vis pour terrasses en matériaux composites à double filetage normal, ayant une tête qui s'enfonce, une empreinte #20 TORX^{MD} ttap^{MD}, de 2,5 po ou 3 po de longueur, empaquetées ensemble avec des bouchons de couleur correspondante faits des mêmes matériaux que ceux de la terrasse, et un outil pour la pose conçu pour*

faire pénétrer la vis à la profondeur voulue dans la planche, le tout faisant partie du Cortex[MD] Hidden Fastening System for Decking, ou l'équivalent)

- PVC trim screws with a dual coarse thread design, a counter boring head, a #20 TORX® ttap® drive and in lengths of 2 in. or 2.75 in., packaged together with color matched plugs made from the same material as the PVC trim, and a setting tool designed to drive the screw to the appropriate level below the surface of the trim, as part of the Cortex® Hidden Fastening System for PVC Trim; or equivalent (*Vis pour moulures en PVC à double filetage normal, ayant une tête qui s'enfonce, une empreinte #20 TORX[MD] ttap[MD], de 2 po ou 2,75 po de longueur, empaquetées ensemble avec des bouchons de couleur correspondante faits des mêmes matériaux que ceux des moulures en PVC, et un outil pour la pose conçu pour faire pénétrer la vis à la profondeur voulue dans la moulure, le tout faisant partie du Cortex[MD] Hidden Fastening System for PVC Trim, ou l'équivalent*)
- Fascia board screws with a coarse thread design, a flat head, a #20 TORX® ttap® drive and in a length of 1.75 in., packaged together with color matched plugs made from the same material as the fascia board, a counterbore tool designed to create a hole for the screw and plug, and a setting tool designed to drive the screw to the appropriate level below the surface of the board, as part of the Cortex® Hidden Fastening System for Fascia; or equivalent (*Vis pour planches de bordure à filetage normal, ayant une tête plate, une empreinte #20 TORX[MD] ttap[MD], de 1,75 po de longueur, empaquetées ensemble avec des bouchons de couleur correspondante faits des mêmes matériaux que ceux des planches de bordure, un outil à lamer conçu pour percer un trou pour la vis et le bouchon, et un outil pour la pose conçu pour faire pénétrer la vis à la profondeur voulue dans la planche, le tout faisant partie du Cortex[MD] Hidden Fastening System for Fascia, ou l'équivalent*)
- TrapEase® 3 composite deck screws with a dual coarse thread design, a color matched counter boring head, a #20 TORX® ttap® drive and in lengths of 2.5 in. or 3 in., packaged together with a driver bit; or equivalent (*Vis pour terrasses en matériaux composites TrapEase[MD] 3 à double filetage normal, ayant une tête qui s'enfonce de couleur correspondante, une empreinte #20 TORX[MD] ttap[MD], de 2,5 po ou 3 po de longueur, empaquetées ensemble avec un embout pour tournevis, ou l'équivalent*)
- TrapEase® FASCIA screws with a dual coarse thread design, a color matched flat head, a #20 TORX® ttap® drive and in a length of 1.75 in., packaged together with a counterbore tool designed to create a pilot hole for screw placement and a driver bit; or equivalent (*Vis pour planches de bordure TrapEase[MD] FASCIA à double filetage normal, ayant une tête plate de couleur correspondante, une empreinte #20 TORX[MD] ttap[MD], de 1,75 po de longueur, empaquetées ensemble avec un outil à lamer conçu pour percer un trou pilote pour enfoncer la vis et un embout pour tournevis, ou l'équivalent*)
- TimberLOK® heavy duty structural wood screws with a coarse thread design, a blank shank diameter of approximately 0.189 in., a countersinking hex washer head with a 5/16" drive and a head marking indicating overall length in inches, in various lengths, which are certified to comply with the most recent versions of the International Building Code® and the International Residential Code® and recognized for use in wood chemically treated with waterborne alkaline copper quaternary, type D (ACQ-D), packaged together with a driver bit; or equivalent (*Vis à bois structurelles robustes TimberLOK[MD] à filetage normal, dont le diamètre de la partie lisse de la tige est approximativement de 0,189 po, ayant une tête hexagonale à rondelle qui s'enfonce avec une empreinte de 5/16" et dont la longueur en pouces est indiquée sur la tête, de diverses longueurs, qui sont certifiées conformes aux versions les plus récentes du International Building Code[MD] et du International Residential Code[MD] et reconnues pour être utilisées avec du bois traité chimiquement au cuivre alcalin quaternaire par procédé hydrique, type D (ACQ-D), empaquetées ensemble avec un embout pour tournevis, ou l'équivalent*)
- HeadLOK® heavy duty structural wood screws with a coarse thread design, a blank shank diameter of approximately 0.191 in., a flat head with an 8 lobe SpiderDrive™ and a head marking indicating overall length in inches, in various lengths, which are certified to comply with the most recent versions of the

International Building Code® and the International Residential Code® and recognized for use in wood chemically treated with waterborne alkaline copper quaternary, type D (ACQ-D), packaged together with a driver bit; or equivalent (*Vis à bois structurelles robustes HeadLOK^MD à filetage normal, dont le diamètre de la partie lisse de la tige est approximativement de 0,191 po, ayant une tête plate avec une empreinte SpiderDrive^MC à 8 dents et dont la longueur en pouces est indiquée sur la tête, de diverses longueurs, qui sont certifiées conformes aux versions les plus récentes du International Building Code^MD et du International Residential Code^MD et reconnues pour être utilisées avec du bois traité chimiquement au cuivre alcalin quaternaire par procédé hydrique, type D (ACQ-D), empaquetées ensemble avec un embout pour tournevis, ou l'équivalent*)

- FlatLOK® structural wood screws with a coarse thread design, a blank shank diameter of approximately 0.227 in., a flat head with a #40 TORX® ttap® drive and a head marking indicating overall length in inches, in various lengths, which are certified to comply with the National Building Code of Canada and recognized for use in wood chemically treated with waterborne alkaline copper quaternary (ACQ), packaged together with a driver bit; or equivalent (*Vis à bois structurelles FlatLOK^MD à filetage normal, dont le diamètre de la partie lisse de la tige est approximativement de 0,227 po, ayant une tête plate avec une empreinte #40 TORX^MD ttap^MD et dont la longueur en pouces est indiquée sur la tête, de diverses longueurs, qui sont certifiées conformes au Code national du bâtiment – Canada et reconnues pour être utilisées avec du bois traité chimiquement au cuivre alcalin quaternaire par procédé hydrique (ACQ), empaquetées ensemble avec un embout pour tournevis, ou l'équivalent*)
- LedgerLOK® structural wood screws with a coarse thread design, a blank shank diameter of approximately 0.228 in., a hex washer head with a 5/16" drive or a flat head with a #40 TORX® ttap® drive, and a head marking indicating overall length in inches, in lengths of 3.625 in. or 5 in., which are certified to comply with the most recent versions of the International Building Code® and the International Residential Code® and recognized for use in wood chemically treated with waterborne alkaline copper quaternary, type D (ACQ-D), packaged together with a driver bit; or equivalent (*Vis à bois structurelles LedgerLOK^MD à filetage normal, dont le diamètre de la partie lisse de la tige est approximativement de 0,228 po, ayant une tête hexagonale à rondelle avec une empreinte de 5/16" ou une tête plate avec une empreinte #40 TORX^MD ttap^MD et dont la longueur en pouces est indiquée sur la tête, de 3,625 po ou 5 po de longueur, qui sont certifiées conformes aux versions les plus récentes du International Building Code^MD et du International Residential Code^MD et reconnues pour être utilisées avec du bois traité chimiquement au cuivre alcalin quaternaire par procédé hydrique, type D (ACQ-D), empaquetées ensemble avec un embout pour tournevis, ou l'équivalent*)
- ThruLOK® structural wood screws with a unique thread design, a Paddle Point™ tip, a blank shank diameter of approximately 0.228 in., a hex washer head with a 5/16" drive and a head marking indicating overall length in inches, in various lengths, which are certified to comply with the most recent versions of the International Building Code® and the International Residential Code® and recognized for use in wood chemically treated with waterborne alkaline copper quaternary, type D (ACQ-D), packaged and used together with ThruLOK® washers and nuts; or equivalent (*Vis à bois structurelles ThruLOK^MD à filetage unique, une pointe Paddle Point^MC, dont le diamètre de la partie lisse de la tige est approximativement de 0,228 po, ayant ayant une tête hexagonale à rondelle avec une empreinte de 5/16" et dont la longueur en pouces est indiquée sur la tête, de diverses longueurs, qui sont certifiées conformes aux versions les plus récentes du International Building Code^MD et du International Residential Code^MD et reconnues pour être utilisées avec du bois traité chimiquement au cuivre alcalin quaternaire par procédé hydrique, type D (ACQ-D), empaquetées et utilisées ensemble ave des rondelles et des écrous ThruLOK^MD, ou l'équivalent*)
- KWIK HUS-EZ high-strength self-tapping/undercutting carbon steel screw anchors for cracked concrete, uncracked concrete, seismic, concrete over metal deck, and grouted masonry applications, with a hex

washer head, bearing Canadian trademark number TMA1011376 and having the features and characteristics described in Canadian patent number CA2738182, with a diameter of 0.25 in. and lengths ranging from 1.875 in. to 4 in., tested or assessed in accordance with one or more of: ASTM E488 ("Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements"); ICC-ES AC106 ("Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements"); ICC-ES AC193 ("Acceptance Criteria for Mechanical Anchors in Concrete Elements"); American Concrete Institute (ACI) 355.2 ("Qualification of Post-Installed Mechanical Anchors in Concrete"), or National Building Code of Canada requirement outlined in Canadian Standards Association (CSA) A23.3-14 Annex D as amended or replaced from time to time; or equivalent (*Vis d'ancrage en acier au carbone robuste autotaradeuses KWIK HUS-EZ pour béton fissuré, béton non fissuré, résistance aux séismes, plancher en béton à ossature métallique et maçonnerie jointoyée, ayant une tête hexagonale à rondelle, portant le numéro de marque de commerce canadien TMA1011376 et ayant les caractéristiques et éléments énoncés au numéro de brevet canadien CA2738182, dont le diamètre est de 0,25 po et dont la longueur varie de 1,875 po à 4 po, testées ou évaluées selon l'une ou plusieurs des normes suivantes : ASTM E488 (« Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements »); ICC-ES AC106 (« Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements »); ICC-ES AC193 (« Acceptance Criteria for Mechanical Anchors in Concrete Elements »); American Concrete Institute (ACI) 355.2 (« Qualification of Post-Installed Mechanical Anchors in Concrete »), ou selon les exigences du Code national du bâtiment – Canada énoncées aux dispositions de l'annexe D de la norme A23.3-14 de l'Association canadienne de normalisation telles que modifiées ou remplacées de temps à autre, ou l'équivalent*)

- KWIK HUS-EZ P high-strength self-tapping/undercutting carbon steel screw anchors for cracked concrete, uncracked concrete, seismic, concrete over metal deck, and grouted masonry applications, with a pan washer head and Torx® drive, bearing Canadian trademark number TMA1011376 and having the features and characteristics described in Canadian patent number CA2738182, with a diameter of 0.25 in. and lengths of 1.875 in. or 2.625 in., tested or assessed in accordance with one or more of: ASTM E488 ("Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements"); ICC-ES AC106 ("Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements"); ICC-ES AC193 ("Acceptance Criteria for Mechanical Anchors in Concrete Elements"); ACI 355.2 ("Qualification of Post-Installed Mechanical Anchors in Concrete"), or NBCC requirement outlined in CSA A23.3-14 Annex D as amended or replaced from time to time; or equivalent (*Vis d'ancrage en acier au carbone robuste autotaradeuses KWIK HUS-EZ P pour béton fissuré, béton non fissuré, résistance aux séismes, plancher en béton à ossature métallique et maçonnerie jointoyée, ayant une tête cylindrique large à rondelle et une empreinte Torx^{MD}, portant le numéro de marque de commerce canadien TMA1011376 et ayant les caractéristiques et éléments énoncés au numéro de brevet canadien CA2738182, dont le diamètre est de 0,25 po, de 1,875 po ou 2,625 po de longueur, testées ou évaluées selon l'une ou plusieurs des normes suivantes : ASTM E488 (« Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements »); ICC-ES AC106 (« Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements »); ICC-ES AC193 (« Acceptance Criteria for Mechanical Anchors in Concrete Elements »); American Concrete Institute (ACI) 355.2 (« Qualification of Post-Installed Mechanical Anchors in Concrete »), ou selon les exigences du Code national du bâtiment – Canada énoncées aux dispositions de l'annexe D de la norme A23.3-14 de l'Association canadienne de normalisation telles que modifiées ou remplacées de temps à autre, ou l'équivalent*)
- KWIK HUS-EZ E high-strength self-tapping/undercutting carbon steel screw anchors for cracked concrete, uncracked concrete, seismic and concrete over metal deck applications, with an externally threaded stud with hex washer head, bearing Canadian trademark number TMA1011376 and having the features and characteristics described in Canadian patent number CA2738182, with a diameter of 0.25 in. and a length of 1.625 in., tested or assessed in accordance with one or more of: ASTM E488 ("Standard

Test Methods for Strength of Anchors in Concrete and Masonry Elements"); ICC-ES AC193 ("Acceptance Criteria for Mechanical Anchors in Concrete Elements"); ACI 355.2 ("Qualification of Post-Installed Mechanical Anchors in Concrete"), or NBCC requirement outlined in CSA A23.3-14 Annex D as amended or replaced from time to time; or equivalent (*Vis d'ancrage en acier au carbone robuste autotaradeuses KWIK HUS-EZ E pour béton fissuré, béton non fissuré, résistance aux séismes et plancher en béton à ossature métallique, ayant un filet extérieur et une tête hexagonale à rondelle, portant le numéro de marque de commerce canadien TMA1011376 et ayant les caractéristiques et éléments énoncés au numéro de brevet canadien CA2738182, dont le diamètre est de 0,25 po, d'une longueur de 1,625 po, testées ou évaluées selon l'une ou plusieurs des normes suivantes : ASTM E488 (« Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements »); ICC-ES AC193 (« Acceptance Criteria for Mechanical Anchors in Concrete Elements »); American Concrete Institute (ACI) 355.2 (« Qualification of Post-Installed Mechanical Anchors in Concrete »), ou selon les exigences du Code national du bâtiment – Canada énoncées aux dispositions de l'annexe D de la norme A23.3-14 de l'Association canadienne de normalisation telles que modifiées ou remplacées de temps à autre, ou l'équivalent*)

- KWIK HUS-EZ I high-strength self-tapping/undercutting carbon steel screw anchors for cracked concrete, uncracked concrete, seismic and concrete over metal deck applications, with an internally threaded hex washer head, bearing Canadian trademark number TMA1011376 and having the features and characteristics described in Canadian patent number CA2738182, with a diameter of 0.25 in. and lengths of 1.625 in. or 2.5 in., tested or assessed in accordance with one or more of: ASTM E488 ("Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements"); ICC-ES AC193 ("Acceptance Criteria for Mechanical Anchors in Concrete Elements"); ACI 355.2 ("Qualification of Post-Installed Mechanical Anchors in Concrete"), or NBCC requirement outlined in CSA A23.3-14 Annex D as amended or replaced from time to time; or equivalent (*Vis d'ancrage en acier au carbone robuste autotaradeuses KWIK HUS-EZ I pour béton fissuré, béton non fissuré, résistance aux séismes et plancher en béton à ossature métallique, ayant un filet intérieur et une tête hexagonale à rondelle, portant le numéro de marque de commerce canadien TMA1011376 et ayant les caractéristiques et éléments énoncés au numéro de brevet canadien CA2738182, dont le diamètre est de 0,25 po, de 1,625 po ou 2,5 po de longueur, testées ou évaluées selon l'une ou plusieurs des normes suivantes : ASTM E488 (« Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements »); ICC-ES AC193 (« Acceptance Criteria for Mechanical Anchors in Concrete Elements »); American Concrete Institute (ACI) 355.2 (« Qualification of Post-Installed Mechanical Anchors in Concrete »), ou selon les exigences du Code national du bâtiment – Canada énoncées aux dispositions de l'annexe D de la norme A23.3-14 de l'Association canadienne de normalisation telles que modifiées ou remplacées de temps à autre, ou l'équivalent*)
- Hangermate® case hardened carbon steel screw anchors, produced from a single piece of steel, with type 17 gimlet or self-drilling points, diameters ranging from 3/16 in. to 5/16 in., lengths ranging from 1 in. to 4 in., and various heads with threaded rod coupler sizes ranging from 1/4 in. to 1/2 in. or acoustical ceiling eyelets, approved by FM Approvals or Underwriters Laboratory, coated with a zinc plating according to ASTM B633, SC1, Type III (Fe/Zn5), for vertical, horizontal, side or variable mounting in steel or wood and intended for use in hanging applications; or equivalent (*Vis d'ancrage en acier au carbone cémenté Hangermate^{MD}, fabriquées à partir d'une seule pièce de métal, ayant une vrille ou une pointe autotaradeuse de type 17, dont le diamètre varie de 3/16 po à 5/16 po et la longueur de 1 po à 4 po, et ayant diverses têtes avec un coupleur fileté de dimensions allant de 1/4 po à 1/2 po ou des œillets de plafond acoustique, approuvées par FM Approvals ou Underwriters Laboratory, plaquées zinc selon la norme ASTM B633, SC1, type III (Fe/Zn5), pour un montage à la verticale, à l'horizontale, de côté ou variable dans le métal ou le bois et destinées à être utilisées pour suspendre, ou l'équivalent*)

- Hangermate®+ case hardened carbon steel screw anchors, produced from a single piece of steel, with diameters of 1/4 in. or 3/8 in., lengths ranging from 1.625 in. to 2.5 in., and internally or externally threaded heads with threaded rod coupler sizes ranging from 1/4 in. to 1/2 in., certified to comply with the most recent versions of the International Building Code® and the International Residential Code®, tested or assessed in accordance with ASTM E488 ("Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements"), ICC-ES AC193 ("Acceptance Criteria for Mechanical Anchors in Concrete Elements"), and ACI 355.2 ("Qualification of Post-Installed Mechanical Anchors in Concrete"), evaluated and qualified by an accredited independent testing laboratory for recognition in cracked and uncracked concrete including seismic and wind loading and for reliability against brittle failure, approved by FM Approvals, coated with a zinc plating according to ASTM B633, SC1, Type III (Fe/Zn5), for vertical mounting in normal-weight concrete, sand-lightweight concrete and concrete over steel deck, and intended for use in hanging applications; or equivalent (*Vis d'ancrage en acier au carbone cémenté Hangermate^{MD}+, fabriquées à partir d'une seule pièce de métal, dont le diamètre est de 1/4 po ou 3/8 po et la longueur varie de 1,625 po à 2,5 po, ayant des têtes avec filetage intérieur ou extérieur avec un coupleur fileté de dimensions allant de 1/4 po à 1/2 po, qui sont certifiées conformes aux versions les plus récentes du International Building Code^{MD} et du International Residential Code^{MD}, testées ou évaluées selon la norme ASTM E488 (« Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements »), ICC-ES AC193 (« Acceptance Criteria for Mechanical Anchors in Concrete Elements »), et ACI 355.2 (« Qualification of Post-Installed Mechanical Anchors in Concrete »), évaluées et qualifiées par un laboratoire indépendant accrédité pour utilisation dans du béton fissuré et non fissuré, y compris la résistance aux séismes et à la charge exercée par le vent et pour contrer la fragilisation, approuvées par FM Approvals, plaquées zinc selon la norme ASTM B633, SC1, Type III (Fe/Zn5), pour un montage à la verticale dans du béton de poids normal, de poids léger et pour les planchers en béton à ossature métallique, et destinées à être utilisées pour suspendre, ou l'équivalent*)
- Screw-Bolt+™ case hardened carbon steel anchors, produced from a single piece of steel, with diameters ranging from 1/4 in. to 5/8 in., lengths ranging from 1.25 in. to 8 in., and a hex washer head or a flat head, certified to comply with the most recent versions of the International Building Code® and the International Residential Code®, tested or assessed in accordance with ICC-ES AC193 ("Acceptance Criteria for Mechanical Anchors in Concrete Elements") and ACI 355.2 ("Qualification of Post-Installed Mechanical Anchors in Concrete"), evaluated and qualified by an accredited independent testing laboratory for recognition in cracked and uncracked concrete including seismic and wind loading and for reliability against brittle failure, coated with a zinc plating according to ASTM B633, SC1, Type III (Fe/Zn5) or a mechanically galvanized zinc plating according to ASTM B695, Class 55, for mounting in normal-weight concrete, lightweight concrete, concrete over steel deck, grouted concrete masonry and brick masonry; or equivalent (*Vis d'ancrage en acier au carbone cémenté Screw-Bolt+^{MC}, fabriquées à partir d'une seule pièce de métal, dont le diamètre varie de 1/4 po à 5/8 po et la longueur de 1,25 po à 8 po, ayant une tête hexagonale à rondelle ou une tête plate, qui sont certifiées conformes aux versions les plus récentes du International Building Code^{MD} et du International Residential Code^{MD}, testées ou évaluées selon les normes ICC-ES AC193 (« Acceptance Criteria for Mechanical Anchors in Concrete Elements ») et ACI 355.2 (« Qualification of Post-Installed Mechanical Anchors in Concrete »), évaluées et qualifiées par un laboratoire indépendant accrédité pour utilisation dans du béton fissuré et non fissuré, y compris la résistance aux séismes et à la charge exercée par le vent et pour contrer la fragilisation, plaquées zinc selon la norme ASTM B633, SC1, Type III (Fe/Zn5) ou placage de zinc galvanisé par procédé mécanique selon la norme ASTM B695, classe 55, pour montage dans du béton de poids normal, de poids léger, pour les planchers en béton à ossature métallique, maçonnerie en béton jointoyée et maçonnerie en brique, ou l'équivalent*)

All carbon steel screws that are *not within the parameters* of the following list are also *excluded*.

	Imperial		**Metric**	
	Diameter	**Length**	**Diameter**	**Length**
Wood Screws (*Vis à bois*)	#4 - #24	3/8 - 8 in.	M3 - M10	10 mm - 200 mm
Square and Hex Lag Screws (*Tire-fond à tête carrée et à tête hexagonale*)	#14 - #24	3/4 - 4 in.	M6 - M10	20 mm - 100 mm
Sheet Metal/Tapping Screws (*Vis à tôle/ autotaraudeuses*)	#4 - #24	3/8 - 8 in.	M3 - M10	10 mm - 200 mm
Thread Forming Screws (*Vis formant le filet*)	#4 - #24	3/8 - 3 in.	M3 - M10	10 mm - 75 mm
Thread Cutting Screws (*Vis taillant le filet*)	#4 - #24	3/8 - 3 in.	M3 - M10	10 mm - 75 mm
Thread Rolling Screws (*Vis roulant le filet*)	#4 - #24	3/8 - 3 in.	M3 - M10	10 mm - 75 mm
Self-drilling Tapping Screws (*Vis pour le filetage par roulage*)	#4 - #24	3/8 - 3 in.	M3 - M10	10 mm - 75 mm
Machine Screws (*Vis mécaniques*)	#4 - 3/8 in.	3/8 - 8 in.	M3 - M10	10 mm - 200 mm
Flange Screws (*Vis d'accouplement*)	1/4 - 5/8 in.	3/8 - 4 in.	M6 - M16	10 mm - 100 mm

APPENDIX 2: PRODUCTS EXCLUDED IN THE CURRENT EXPIRY REVIEW

- VersaLOK™ structural wood screws with a coarse thread design, a shank diameter of 0.228", a flat head with a TORX® ttap® drive, in lengths of 6" and 8", which are certified to comply with the most recent versions of the International Building Code® and the International Residential Code® and have been coated with a proprietary three-step coating process that protects against corrosion (even in pressure-treated wood) and is ACQ (alkaline copper quaternary) approved; or equivalent.
- KWIK HUS-EZ IQ high-strength self-tapping/undercutting carbon steel screw anchors with a push-to-fit coupler (hex washer head) for coupling threaded rod to cracked concrete, uncracked concrete, seismic, and concrete over metal deck applications, bearing Canadian trademark number TMA1011376 and having the features and characteristics described in Canadian patent number CA2738182, with a diameter of 0.25" (1/4") and lengths of between 1.625" (1-5/8") and 2.5" (2-1/2") (overall length without coupler and washer), inclusive, tested or assessed in accordance with one or more of: ASTM E488 ("Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements"); ICC Evaluation Service (ICC-ES) AC193 ("Acceptance Criteria for Mechanical Anchors in Concrete Elements"); American Concrete Institute (ACI) 355.2/ACI 355.2R ("Qualification of Post-Installed Mechanical Anchors in Concrete"), or National Building Code of Canada (NBCC) requirements outlined in Canadian Standards Association (CSA) 23.3-Annex D as amended or replaced from time to time; or equivalent.
- Tapcon™ light-duty heat-treated carbon steel screw anchors for concrete and masonry substrates with diameters of 0.1875" to 0.25" and lengths between 1.25" and 6.00", inclusive, tested or assessed in accordance with one or more of: ASTM E488 ("Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements") and ICC Evaluation Service (ICC-ES) AC106 ("Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements"); or equivalent.
- Tapcon+™ heavy-duty heat-treated carbon steel screw anchors for concrete and masonry substrates, with diameters between 0.3125" and 0.60", inclusive, and lengths between 2.25" and 6.00", inclusive, tested or assessed in accordance with one or more of: ASTM E488 ("Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements") and ICC Evaluation Service (ICC-ES) AC106 ("Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements"); or equivalent.
- Large Diameter Tapcon™ heavy-duty, heat-treated carbon steel screw anchors for concrete and masonry substrates with diameters of between 0.375" and 0.75", inclusive, and lengths of between 1.75" and 6.25", inclusive, tested or assessed in accordance with one or more of: ASTM E488 ("Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements") and ICC Evaluation Service (ICC-ES) AC106 ("Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements"); or equivalent.
- 2-1/2" Trex Color Match Composite Screw, which are carbon steel composite deck screws designed to be used with Trex decking solutions, with a length of 2.5" (63.5 mm) and a #10 (3.5 mm) diameter, with a flat head, corrosion-resistant coating, and self-drilling point for installation without pre-drilling, with a thread design that minimizes surface distortion and ensures a flush finish, suitable for securing composite decking boards in outdoor environments; or equivalent.
- 2-1/2" Trex Solid Core Plug System Composite Screw, which are epoxy-coated deck screws designed to be used with Trex decking solutions, with a length of 2.5" (63.5 mm) and a #10 (3.5 mm) diameter, with a flat head, corrosion-resistant coating, and self-drilling point for installation without pre-drilling, including a depth-setting feature for consistent recessed placement below the surface, with a thread design that minimizes material displacement and ensures a flush finish, suitable for composite decking applications requiring hidden fastener systems; or equivalent.
- Trex 1-3/4" Color Match Fascia Screw, which are carbon steel fascia screws designed to be used with Trex decking solutions, with a length of 1-3/4" (44.5 mm) and a #10 (3.72 mm) diameter, with a flat head,

corrosion-resistant coating, and self-drilling point for installation without pre-drilling, with reverse upper threads which reduce surface bulging and maintain a flush finish, designed for securing composite fascia boards in exterior decking applications where expansion and contraction must be accommodated; or equivalent.

- Trex 1-3/4" Plug Fascia Screw, which are carbon steel fascia screws designed to be used with Trex decking solutions, with a length of 1-3/4" (44.5 mm) and a #10 (3.72 mm) diameter, with a flat head, corrosion-resistant coating, and self-drilling point for installation without pre-drilling, including a depth-setting feature for consistent recessed placement below the surface to allow use of matching plugs for concealed fastening, with reverse upper threads that minimize surface bulging and maintain a flush finish, designed for composite fascia board applications in exterior environments; or equivalent.
- Trex 2" Scalloped Decking Plug Screw, which are carbon steel decking screws designed to be used with Trex decking solutions, with a length of 2" (51 mm) and a #10 (3.72 mm) diameter, with a flat head, corrosion-resistant coating, and self-drilling point for installation without pre-drilling, including a depth-setting feature for consistent recessed placement below the surface to allow use of matching plugs for concealed fastening, with a thread design that minimizes surface bulging and ensures a flush finish, suitable for composite decking applications in exterior environments; or equivalent.
- Screws designed by 1833236 Ontario Inc. d.b.a. U2 Fasteners and marketed under the trade name Black Construction Screw™, which have the features and characteristics described in Canadian patent number 2,979,899, a corrosion-resistant colored coating, and are certified to comply with the most recent versions of the International Building Code® and the International Residential Code®, and recognized for use in wood chemically treated with waterborne alkaline ACQ-D (alkaline copper quaternary, type D) or ACQ (alkaline copper quaternary) and/or MCQ (micronized copper quaternary), or equivalent; or equivalent.
- Screws designed by 1833236 Ontario Inc. d.b.a. U2 Fasteners and marketed under the trade name TopStar® Adjustable Screw, for use instead of wood shims, incorporating features of European patent number EP 2 331 830 Bl, incorporating a dual-element screw system with a rotating sleeve for post-installation alignment of window and door frames and an inner core screw, installed using a proprietary Crown Bit™ drive system; or equivalent.
- Screws designed by 1833236 Ontario Inc. d.b.a. U2 Fasteners and marketed under the trade name Fine Screw™, which have the features described in Canadian patent number 2,979,899, characterized by a narrow shank, low-profile head, and proprietary thread geometry for clean, low-torque installation into delicate materials without surface damage and incorporate a corrosion-resistant coloured coating compliant with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), meeting the requirements of the International Building Code® and International Residential Code®, and recognized for use in chemically-treated wood and other pressure treated materials and compliant with ACQ (alkaline copper quaternary) and/or MCQ (micronized copper quaternary)-treated lumber, or equivalent; or equivalent.
- Screws designed by 1833236 Ontario Inc. d.b.a. U2 Fasteners and marketed under the trade name Re-Fine Screw™, incorporating the features described in Canadian patent numbers 2,979,899 and 2,994,851 and a corrosion-resistant coloured coating compliant with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), meeting the requirements of the International Building Code® and International Residential Code®, and recognized for use in chemically-treated wood and other pressure treated materials and compliant with ACQ (alkaline copper quaternary) and/or MCQ (micronized copper quaternary)-treated lumber, or equivalent; or equivalent.
- Self-tapping, piercing exterior low-profile dome head screws designed by 1833236 Ontario Inc. d.b.a. U2 Fasteners and marketed under the trade name Steel Siding Screw™, which have the features described in

Canadian patent number 2,979,899, and incorporate a corrosion-resistant coating and powder-coated coloured head; or equivalent.

- Self-tapping, composite and/or PVC deck screws with a type 17 point, a trilobular shank and threads, reverse threads on the shank, a 6-lobe star drive, and a specialty undercut counterboring head, either packaged together with colour-matched plugs made from the same material as the deck boards, and/or a setting tool designed to drive the screw to the appropriate level below the surface of the board as part of the Starborn® Pro Plug® System Deck, or sold separately but intended for use with the aforementioned plugs and tool as part of the Starborn® Pro Plug® System Deck; or equivalent.
- Self-tapping PVC trim screws with a type 17 point, a trilobular shank and threads, reverse threads on the shank, a 6-lobe star drive, and a specialty undercut counterboring head, either packaged together with colour-matched plugs made from the same material as the PVC trim, and/or a setting tool designed to drive the screw to the appropriate level below the surface of the trim as part of the Starborn® Pro Plug® System Trim, or sold separately but intended for use with the aforementioned plugs and tool as part of the Starborn® Pro Plug® System Trim; or equivalent.
- Self-tapping fascia board screws with a type 17 point, a smooth shank, and a 6-lobe star drive, packaged together with colour-matched plugs made from the same material as the fascia board as part of the Starborn® Pro Plug® System Fascia and intended for use with a predrill countersink tool and a depth setting tool designed to drive the screws to the appropriate level below the surface of the board as part of the Starborn® Pro Plug® System Fascia, which are sold separately from the aforementioned screws and plugs; or equivalent.
- Starborn® Cap-Tor® xd colour-matched deck fasteners, available in a very wide variety of colours and used for securing composite, PVC Decking and PVC trim bands to substructures, which have a type 17 point, a trilobular shank and a specialty undercut counterboring head; or equivalent.
- Self tapping fascia board screws with a type 17 point, a smooth shank, and a 6-lobe star drive, either packaged together with a predrill countersink tool as part of the Starborn® Fascia System or sold separately but intended for use with the countersink tool as part of the Starborn® Fascia System; or equivalent.
- Starborn® Structural H19 hex head structural fasteners used for wood-to-wood connections in a variety of applications including decking, fencing, pergolas, landscape timbers and timber framing, featuring a head marking with the diameter and length of the fastener, a speciality point, a high-adhesion, black exterior-grade coating that is compliant with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), and tested by a third-party lab for International Residential Code®, International Building Code® and National Building Code of Canada code compliance and tested and approved for cladding through foam sheathing, truss-to-top plate and bottom-plate-to-rim board attachments; or equivalent.
- Starborn® Structural F19 flat head structural fasteners used for heavy duty framing applications including decking, fencing, pergolas, landscape timbers, SIPs (structural insulated panels) and timber framing, featuring a head marking with the diameter and length of the fastener, a speciality point, a high-adhesion, black exterior-grade coating that is compliant with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), and tested by a third-party lab for International Residential Code®, International Building Code® and National Building Code of Canada code compliance and tested and approved for cladding attachment through foam sheathing and multi-ply dimensional wood connections; or equivalent.
- Starborn® Structural F23-W flat head structural fasteners designed specifically for multi-ply dimensional wood connections, featuring a head marking with the diameter and length of the fastener, a speciality point, and a grey interior-grade E-coat (electrophoretic coating), and tested by a third-party lab for

International Residential Code®, International Building Code®, and National Building Code of Canada code compliance and tested and approved for multi-ply connections in dimensional wood; or equivalent.

- Starborn® Structural F23-E flat head structural fasteners designed specifically for LVL (laminated veneer lumber) and multi-ply engineered wood connections, which feature a head marking with the diameter and length of the fastener, a speciality point, a high-adhesion, proprietary grey exterior-grade coating that is compliant with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), and has been tested by a third party lab for International Residential Code®, International Building Code®, and National Building Code of Canada code compliance and tested and approved for multi-ply connections in engineered wood and LVL (laminated veneer lumber); or equivalent.
- Starborn® Structural H23 hex head structural fasteners used for attaching deck ledgers to rim joists which feature a head marking with the diameter and length of the fastener, a speciality point, a high-adhesion, black exterior grade coating that is compliant with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), and tested by a third-party lab for International Residential Code®, International Building Code® and National Building Code of Canada code compliance and tested and approved for deck ledger attachment; or equivalent.
- Starborn® Structural F23 flat head structural fasteners used for heavy duty framing applications including decking, fencing, pergolas, landscape timbers and timber framing, featuring a head marking with the diameter and length of the fastener, a specialty point, and a high-adhesion, black exterior-grade coating that is compliant with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), and has been tested by a third-party lab for International Residential Code®, International Building Code® and National Building Code of Canada code compliance and tested and approved for deck ledger attachment, cladding attachment through foam sheathing, and multi-ply dimensional wood connections; or equivalent.
- Structural wood screws and/or structural composite screws with a Tri-Forge® Point, Speed-Knurl™, a high-adhesion black exterior coating that is compliant with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), and has been tested by a third-party lab for International Residential Code®, International Building Code®, and National Building Code of Canada code compliance and tested and approved for countersunk structural connections in both wood framing and composite structural framing, packaged together with colour-matched plugs made from real wood or composite structural framing material as part of the Starborn® Pro Plug® System Structural, which are intended for use with a countersink tool designed to create a hole for the screw and plug and a depth setting tool designed to drive the screw to the appropriate level below the surface of the board as part of the Starborn® Pro Plug® System Structural, which are sold separately from the screws and plugs; or equivalent.
- Partially threaded, dowel-type, self-tapping structural wood screws marketed by Rotho Blaas as HBS screws (alternatively marketed as SNK screws under the Holz Technic brand), made of zinc-plated electrogalvanized carbon steel, with a countersunk head and a 3 THORNS tip, in various lengths and diameters, certified to comply with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the most recent versions of the International Building Code® and the International Residential Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber based panels, fibreboard (low, medium, and high density), plated and melamine faced panels, glued laminated timber (glulam), engineered timbers, including cross-laminated timber (CLT), laminated veneer lumber (LVL), softwoods (e.g., spruce, pine, western red cedar), and hardwoods (e.g., Douglas fir, oak), packaged with a driver bit; or equivalent.

- Partially threaded, dowel-type, self-tapping structural wood screws marketed by Rotho Blaas as HBS EVO screws (alternatively marketed as SNK EVO screws under the Holz Technic brand), made of carbon steel with C4 EVO coating, with a countersunk head and 3 THORNS tip, in various lengths and diameters, certified to comply with the ICC Evaluation Service (ICC-ES) "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), the most recent versions of the International Building Code® and the International Residential Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber-based panels, solid timber and glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), high-density woods, and timber treated with waterborne alkaline copper quaternary (ACQ), and chromated copper arsenate (CCA), packaged with a driver bit; or equivalent.
- Partially threaded, dowel-type structural wood screws marketed by Rotho Blaas as HBS PLATE made of zinc-plated, electrogalvanized carbon steel, with a pan head and 3 THORNS tip, in various lengths and diameters, certified to comply with the ICC Evaluation Service (ICC-ES) "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the most recent versions of the International Building Code® and the International Residential Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber-based panels, solid timber and glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), and high-density woods, packaged with a driver bit; or equivalent.
- Pan head structural wood screws marketed by Rotho Blaas as HBS PLATE EVO screws (alternatively marketed as KGL PLATE EVO under the Holz Technic brand), made of carbon steel with C4 EVO coating, in various lengths and diameters, certified to comply with the ICC Evaluation Service (ICC-ES) "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), the most recent versions of the International Building Code® and the International Residential Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber-based panels, solid timber and glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), high-density woods, and timber treated with waterborne alkaline copper quaternary (ACQ), and chromated copper arsenate (CCA), packaged with a driver bit; or equivalent.
- Partially threaded, dowel-type structural wood screws marketed by Rotho Blaas as TBS (alternatively marketed as TLL under the Holz Technic brand), made of zinc-plated electrogalvanized carbon steel, with a flange head integrated washer and a 3 THORNS tip, in various lengths and diameters, certified to comply with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the most recent versions of the International Building Code® and the International Residential Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber-based panels, fibreboard and medium-density fibreboard (MDF) panels, solid timber and glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), and high-density woods, packaged with a driver bit; or equivalent.
- Partially threaded, dowel-type structural wood screws marketed by Rotho Blaas as TBS FRAME, made of zinc-plated electrogalvanized carbon steel with black E-coating, with a flat flange head and a 3 THORNS tip, with a diameter of 8 mm and in various lengths, certified to comply with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the most recent versions of the International Building Code® and the International Residential Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber-based panels, solid timber and

glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), high-density woods, and multi-ply trusses, packaged with a driver bit; or equivalent.

- Partially threaded, dowel-type structural wood screws marketed by Rotho Blaas as TBS EVO (alternatively marketed as TLL EVO under the Holz Technic brand), made of carbon steel with C4 EVO coating, with a flange head and a 3 THORNS tip, in various lengths and diameters, certified to comply with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), the most recent versions of the International Building Code® and the International Residential Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber-based panels, solid timber and glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), high-density woods, and timber treated with waterborne alkaline copper quaternary (ACQ), and chromated copper arsenate (CCA), packaged with a driver bit; or equivalent.
- Fully threaded structural wood screws marketed by Rotho Blaas as VGS, made of zinc-plated electrogalvanized carbon steel, with a countersunk or hexagonal head and a 3 THORNS, RBSN, or self-drilling tip, in various lengths and diameters, certified to comply with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the most recent versions of the International Building Code® and the International Residential Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber-based panels, solid timber and glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), and high-density woods, packaged with a driver bit; or equivalent.
- Fully threaded structural wood screws marketed by Rotho Blaas as VGS EVO, made of carbon steel with C4 EVO coating, with a countersunk or hexagonal head and a 3 THORNS, RBSN, or self-drilling tip, in various lengths and diameters, certified to comply with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), the most recent versions of the International Building Code® and the International Residential Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber-based panels, solid timber and glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), high-density woods, and timber treated with waterborne alkaline copper quaternary (ACQ), and chromated copper arsenate (CCA), packaged with a driver bit; or equivalent.
- Fully threaded structural wood screws marketed by Rotho Blaas as VGZ, made of zinc-plated, electrogalvanized carbon steel, with a cylindrical head and a 3 THORNS or self-drilling tip, in various lengths and diameters, certified to comply with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the most recent versions of the International Building Code® and the International Residential Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber-based panels, solid timber and glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), and high-density woods, packaged with a driver bit; or equivalent.
- Fully threaded structural wood screws marketed by Rotho Blaas as VGZ EVO (alternatively marketed as GWZ EVO under the Holz Technic brand), made of carbon steel with C4 EVO coating, with a cylindrical head, in various lengths and diameters, certified to comply with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), the most recent versions of the International Building Code® and the International Residential

Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber-based panels, solid timber and glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), high-density woods, and timber treated with waterborne alkaline copper quaternary (ACQ), and chromated copper arsenate (CCA), packaged with a driver bit; or equivalent.

- Structural wood screws for perforated plates marketed by Rotho Blaas as LBS (alternatively marketed as SBL under the Holz Technic brand), made of zinc-plated electrogalvanized carbon steel, with a round head and a SHARP or Softwood (wood-to-timber) tip, in various lengths and diameters, certified to comply with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the most recent versions of the International Building Code® and the International Residential Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber-based panels, solid timber, glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), and high-density woods, packaged with a driver bit; or equivalent.
- Structural wood screws for perforated plates marketed by Rotho Blaas as LBS EVO made of carbon steel with C4 EVO coating, with a round head and a SHARP or Softwood (wood-to-timber) tip, in various lengths and diameters, certified to comply with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), the most recent versions of the International Building Code® and the International Residential Code®, the National Building Code of Canada's standard for the "engineering design of structural wood products and systems" (CSA O86), and recognized for use on timber-based panels, solid timber and glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), high-density woods, and timber treated with waterborne alkaline copper quaternary (ACQ), and chromated copper arsenate (CCA), packaged with a driver bit; or equivalent.
- Round head structural wood screws for perforated plates on hardwood marketed by Rotho Blaas as LBS HARDWOOD, made of zinc-plated electrogalvanized carbon steel, with a diameter of 5 mm, in various lengths, certified to comply with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the most recent versions of the International Building Code® and the International Residential Code®, UKTA-0836, 22/6195, ETA-11/0030 and recognized for use on timber-based panels, solid timber, glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), high-density woods, beech, oak, cypress, ash, eucalyptus, and bamboo, packaged with a driver bit; or equivalent.
- Round head structural wood screws for perforated plates on hardwood marketed by Rotho Blaas as LBS HARDWOOD EVO, made of carbon steel with C4 EVO coating, in various lengths and diameters, certified to comply with the ICC Evaluation Service ("ICC-ES") "Acceptance Criteria for Dowel-type Threaded Fasteners Used in Wood" (AC233), the "Acceptance Criteria for Corrosion-resistant Fasteners and Evaluation of Corrosion Effects of Wood Treatments" (AC257), the most recent versions of the International Building Code® and the International Residential Code®, ETA-11/0030, and recognized for use on timber-based panels, solid timber and glulam, cross-laminated timber (CLT), laminated veneer lumber (LVL), high-density woods, and timber treated with waterborne alkaline copper quaternary (ACQ), and chromated copper arsenate (CCA), packaged with a driver bit; or equivalent.

Place of Hearing:	Ottawa, Ontario
Date of Hearing:	January 12, 2026
Tribunal Panel:	Cheryl Beckett, Presiding Member Eric Wildhaber, Member Elizabeth Whitsitt, Member

PARTICIPANTS:

Domestic Producers	**Counsel/Representatives**
Leland Industries Inc. Infasco	Christopher J. Kent Christopher J. Cochlin Andrew Lanouette Michael Milne Hugh Seong Seok Lee E. Melisa Celebican Laura Little Jordan Lebold Alexander Hobbs Mallory Felix Sinéad Dunne Haneen Faisal Ian Richardson Mark Penner Rachel McDonald

Labour Unions	**Counsel/Representatives**
United Steelworkers	Craig Logie Jacob Millar Mark Rowlinson Dev Parekh

Importers/Exporters/Others	**Counsel/Representatives**
1833236 Ontario Inc. (d.b.a. “U2 Fasteners”)	Cyndee Todgham Cherniak Jonathan Thiffault
Starborn Industries, Inc.	Dalton Albrecht Helen Byon Peter Jarosz Nadja Momcilovic
Robertson Inc.	Riyaz Dattu

Hilti Inc.	David Gadsden Julia Webster Jacqueline Rotondi Jing Xu Daniel McKeown
Rotho Blaas SRL Rotho Blaas Canada Construction Products Inc.	Stephanie Desjardins Hugh Jones
Clearco Fasteners, Inc. National Nail The Hillman Group Canada ULC	Greg Kanargelidis
ITW Construction Products	Jesse Goldman Danielle Chu Chelsea Rubin
Trex Company Inc.	Robert Glasgow Oksana Migitko Delaney Stymiest-Losier
OMG Building Products LLC	Jean-Guillaume Shooner Candace Cerone Bassel Mallouh

Parties that requested product exclusions

1833236 Ontario Inc. (d.b.a. “U2 Fasteners”)	Cyndee Todgham Cherniak Jonathan Thiffault
Starborn Industries, Inc.	Dalton Albrecht Helen Byon Peter Jarosz Nadja Momcilovic
Hilti Inc.	David Gadsden Julia Webster Jacqueline Rotondi Jing Xu Daniel McKeown
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OMG Building Products LLC	Jean-Guillaume Shooner Candace Cerone Bassel Mallouh

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STATEMENT OF REASONS

INTRODUCTION

[1] The Canadian International Trade Tribunal, pursuant to subsection 76.03(1) of the *Special Import Measures Act*[1] (SIMA), has conducted an expiry review of its order made on September 2, 2020, in expiry review RR-2019-002, continuing with amendment, its order made on January 5, 2015, in expiry review RR-2014-001, continuing, with amendment, its order made on January 6, 2010, in expiry review RR-2009-001, continuing, with amendment, its finding made on January 7, 2005, in inquiry NQ-2004-005, concerning the dumping of certain carbon steel screws originating in or exported from the People's Republic of China and the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei) and the subsidizing of such products originating in or exported from the People's Republic of China (subject goods).

[2] Under SIMA, a finding of injury or threat of injury, and the associated protection in the form of anti-dumping or countervailing duties, expire five years from the date of the finding or, if one or more orders continuing the finding have been made, the date of the last order made under paragraph 76.03(12)(b), unless it is continued by the Tribunal following the conduct of an expiry review.

[3] The Tribunal's mandate in this expiry review is to determine whether the expiry of the order it made in RR-2019-002[2] is likely to result in injury to the domestic industry and then, accordingly, to make an order either continuing or rescinding that order with or without amendment.

PROCEDURAL BACKGROUND

[4] The Tribunal issued its notice of expiry review on May 5, 2025. This notice triggered an investigation by the Canada Border Services Agency (CBSA) on May 6, 2025, to determine whether the expiry of the Tribunal's order was likely to result in the continuation or resumption of dumping or subsidizing of the subject goods.

[5] On October 2, 2025, the CBSA determined, pursuant to paragraph 76.03(7)(a) of SIMA, that the expiry of the order was likely to result in the continuation or resumption of dumping and subsidizing of the subject goods.[3]

[6] On October 3, 2025, following the CBSA's determination, the Tribunal began its expiry review to determine, pursuant to subsection 76.03(10) of SIMA, whether the expiry of the order was likely to result in injury to the domestic industry.

[7] The period of review (POR) for the Tribunal's expiry review covered three full calendar years, from January 1, 2022, to December 31, 2024, as well as the period of January 1 to June 30, 2025. For comparative purposes, information was also collected and presented for the period of January 1 to June 30, 2024.[4]

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1 R.S.C., 1985, c. S-15.
2 *Carbon Steel Screws* (2 September 2020), RR-2019-002 (CITT) [*Carbon Steel Screws* 2020].
3 Exhibit RR-2025-001-02.01.
4 Exhibit RR-2025-004.A, p. 5.

[8] The Tribunal sent questionnaires to known domestic producers, unions and importers of carbon steel screws meeting the product definition, and to known foreign producers of the subject goods. The Tribunal received 3 completed domestic producers' questionnaire from companies stating that they produced carbon steel screws meeting the product definition during the POR. The Tribunal received 1 reply to the unions' questionnaire and 27 completed importers' questionnaires from companies stating that they imported subject goods and/or carbon steel screws meeting the product definition from non-subject countries during the POR. Finally, the Tribunal received 1 reply to the foreign producers' questionnaire from a firm indicating that it produces the subject goods in China and 4 replies from firms indicating that they produce the subject goods in Chinese Taipei.

[9] Staff of the Secretariat to the Tribunal prepared public and protected investigation reports based on the questionnaire replies and other information on the record. The initial and revised reports were placed on the record and distributed to the parties on November 24, 2025, and December 11, 2025, respectively.

[10] Domestic producer Leland Industries Inc. (Leland) filed written submissions and witness statements in support of the continuation of the order. Domestic producer Infasco, a division of Ifastgroupe 2004 L.P. (Infasco), filed a two-page case brief in which it indicated its support for Leland's position. The United Steelworkers (USW), a union that represents workers at Infasco's plant in Marieville, Quebec, filed short submissions in which it also expressed support for the continuation of the order. The Tribunal did not receive any submissions opposing the continuation of the order.

[11] The Tribunal held a file hearing pursuant to rule 25.1 of the *Canadian International Trade Tribunal Rules*[5] on January 12, 2026.

[12] The Tribunal received 51 requests for product exclusions. Rotho Blaas Canada Construction Products Inc. and Rotho Blaas SRL (Rotho Blaas) submitted 15 requests, Starborn Industries, Inc. (Starborn) submitted 12, 1833236 Ontario Inc. d.b.a. U2 Fasteners (U2) submitted 10, Trex Company Inc. (Trex) submitted 5, Hilti (Canada) Corporation (Hilti) and ITW Construction Products Canada (ITW) each submitted 3, and OMG Building Products LLC (OMG), Clearco Fasteners Inc. (Clearco) and National Nail each submitted 1. Leland filed a response opposing all but one request. All requesters filed replies to Leland's responses.

[13] On December 9, 2025, the Tribunal advised the parties that the requests for product exclusions would be dealt with in writing. On the same day, U2 sought clarification on whether the Tribunal's decision to proceed by written submissions prohibited the requesters from asking for an oral hearing to present oral testimony and/or to cross-examine Leland's witness.

[14] In response, the Tribunal indicated that in the circumstances, it had decided to proceed by written submissions because this was the most efficient and effective way to proceed. The Tribunal further indicated that, while the parties were expected to fully make their cases in their written materials, a party that believed an oral hearing was necessary could submit a written request that included a clear and detailed explanation as to why proceeding in writing would deny it a fair opportunity to be heard.

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5 SOR/91-499.

[15] On January 14, 2026, ITW requested an oral hearing. On January 21, for the reasons detailed further below, the Tribunal denied the request.

PRODUCT

Product definition

[16] The subject goods are carbon steel screws that are used to mechanically join two or more elements, originating in or exported from China and Chinese Taipei, excluding carbon steel screws specifically designed for application in the automotive or aerospace industry and the products described in Appendix 1 to the Tribunal's order.

Additional product information[6]

[17] A fastener is a mechanical device designed specifically to hold, join, couple, assemble or maintain equilibrium of two or multiple components.

[18] A screw is a headed and externally threaded mechanical device that possesses capabilities which permit it to be inserted into holes in assembled parts, to be mated with a preformed internal thread or to form its own thread, and to be tightened or released by torquing its head. Screws are fastener products with an external threading on the shank. Screws include machine screws, wood screws (including deck screws), self-drilling, self-tapping, thread forming, and sheet metal screws. Screws can either be used without any other part and fixed into wood (wood screws) or metal sheets (self-tapping screws) or be combined with a nut and washers to form a bolt. Screws may have a variety of head shapes (round, flat, hexagonal, etc.), drives (slot, socket, square, Phillips, etc.), shank lengths and diameters. The shank may be totally or partially threaded. Some screws commonly designated as "bolts" (i.e., lag bolts, flange bolts, bin bolts, grain bin bolts, square and hex lag bolts, and stove bolts) are considered subject goods.

[19] Carbon steel screws are produced from steel round wire or rod predominantly by cold forming and, to a lesser extent, by machining. Further steps, such as hardening (heat treating), plating, painting and, to a lesser degree, assembling (i.e., adding washers) can be performed in order to enhance certain qualities, such as product strength and corrosion resistance.

[20] Carbon steel screws are used in a wide variety of market sectors and industries, including general construction, machinery and equipment, household furniture and appliances. Potential uses are virtually limitless.

[21] There are three main distribution channels for both domestically produced and imported carbon steel screws: distributors/wholesalers, end users/original equipment manufacturers and retailers.

LEGAL FRAMEWORK

[22] The Tribunal is required, pursuant to subsection 76.03(10) of SIMA, to determine whether the expiry of the order in respect of the subject goods is likely to result in injury or retardation to the

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6 See *Certain Fasteners* (6 January 2010), RR-2009-001 (CITT) [*Certain Fasteners* RR], paras. 14–21.

domestic industry.[7] Pursuant to subsection 76.03(12), if the Tribunal determines that the expiry of the order is unlikely to result in injury, it is required to rescind it. However, if it determines that the expiry of the order is likely to result in injury, the Tribunal is required to continue it, with or without amendment.

[23] Before proceeding with its analysis of the likelihood of injury, the Tribunal must first determine what domestically produced goods constitute "like goods" in relation to the subject goods and whether there is more than one class of goods. Once it makes those determinations, the Tribunal must determine what constitutes the "domestic industry".

[24] The Tribunal must also determine whether it is appropriate to assess the likely effect of the resumed or continued dumping of the subject goods from all subject countries cumulatively, that is, whether it will conduct a single analysis of the likely effect or a separate analysis for each subject country.

LIKE GOODS AND CLASSES OF GOODS

[25] For the Tribunal to determine whether the resumed or continued dumping and subsidizing of the subject goods is likely to cause material injury to the domestic producers of like goods, it must determine which domestically produced goods, if any, constitute like goods in relation to the subject goods. The Tribunal must also assess whether there is, within the subject goods and the like goods, more than one class of goods.[8]

[26] Subsection 2(1) of SIMA defines "like goods" in relation to any other goods as follows:

> (a) goods that are identical in all respects to the other goods, or
>
> (b) in the absence of any goods described in paragraph (a), goods the uses and other characteristics of which closely resemble those of the other goods.

[27] In deciding the issue of like goods when goods are not identical in all respects to the other goods, the Tribunal typically considers a number of factors, including the physical characteristics of the goods, such as composition and appearance, and their market characteristics, such as substitutability, pricing, distribution channels, end uses, and whether the goods fulfill the same customer needs.[9] These same factors are also considered in deciding whether there is more than one class of goods.[10]

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7 Subsection 2(1) of SIMA defines "injury" as "material injury to the domestic industry" and "retardation" as "material retardation of the *establishment* of a domestic industry" [emphasis added]. Given that there is currently an established domestic industry, the issue of whether the expiry of the order is likely to result in retardation does not arise in this expiry review.

8 Should the Tribunal determine that there is more than one class of goods in this expiry review, it must conduct a separate injury analysis and make a decision for each class that it identifies. See *Noury Chemical Corporation and Minerals & Chemicals Ltd. v. Penmwalt of Canada Ltd. and Anti-dumping Tribunal*, [1982] 2 F.C. 283 (FC).

9 See, for example, *Copper Pipe Fittings* (19 February 2007), NQ-2006-002 (CITT), para. 48.

10 In order to decide whether there is more than one class of goods, the Tribunal must determine whether goods potentially included in separate classes of goods (or that have previously been included in separate classes of goods) constitute "like goods" in relation to each other. If they do, they will be regarded as comprising a single

[28] In the original inquiry (NQ-2004-005), the Tribunal, upon consideration of the above factors, found that domestically produced carbon steel screws, defined in the same manner as the subject goods, constituted like goods in relation to the subject goods.11 It also treated carbon steel screws as a single class of goods.[12] These conclusions were maintained in all the expiry reviews that followed.

[29] In the current review, Leland submitted that there have been no material developments since the 2019 expiry review that would warrant a departure from the Tribunal's previous conclusions. Leland also expressed that the evidence on the record continues to show that the subject goods and the like goods are interchangeable and compete with one another. As a result, Leland submitted that the Tribunal should continue to conclude that domestically produced carbon steel screws are like goods to the subject goods.

[30] Having found no evidence that would warrant departing from the conclusion it reached in the original inquiry and subsequent expiry reviews, the Tribunal maintains its conclusion that domestically produced carbon steel screws are like goods in relation to the subject goods and that there is a single class of goods.

DOMESTIC INDUSTRY

[31] Subsection 2(1) of SIMA defines "domestic industry" as follows:

> … the domestic producers as a whole of the like goods or those domestic producers whose collective production of the like goods constitutes a major proportion of the total domestic production of the like goods except that, where a domestic producer is related to an exporter or importer of dumped or subsidized goods, or is an importer of such goods, "domestic industry" may be interpreted as meaning the rest of those domestic producers.

[32] The Tribunal must therefore determine whether there is a likelihood of injury to the domestic producers as a whole or to those domestic producers whose production represents a major proportion of the total production of like goods.[13] However, the Tribunal may decide to exclude a domestic producer from the domestic industry if that producer would contribute to, or benefit from, the potentially injurious continued or resumed dumping and subsidizing, either directly as an importer or indirectly through related companies.[14]

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class of goods. See, for example, *Certain Fasteners* (7 January 2005), NQ-2004-005 (CITT) [*Certain Fasteners* NQ], para. 70.

11 Paras. 67–68.

12 Carbon steel screws constituted one of the four classes of goods into which the Tribunal divided the like goods (i.e., the domestically produced fasteners). See *Certain Fasteners* NQ, para. 75.

13 The term "major proportion" means an important or significant proportion of total domestic production of the like goods and not necessarily a majority of these goods. *Japan Electrical Manufacturers Assn. v. Canada* (Anti-Dumping Tribunal), [1986] F.C.J. No. 652 (FCA); *McCulloch of Canada Limited and McCulloch Corporation v. Anti-Dumping Tribunal*, [1978] 1 F.C. 222 (FCA); Panel Report, *China – Automobiles* (*US*), WT/DS440/R, para. 7.207; Appellate Body Report, *EC – Fasteners* (*China*), WT/DS397/AB/R, paras. 411, 412, 419; Panel Report, *Argentina – Poultry* (*Brazil*), WT/DS241/R, para. 7.341.

14 *Carbon and Alloy Steel Line Pipe* (29 March 2016), NQ-2015-002 (CITT) [*Line Pipe*], para. 70; *Photovoltaic Modules and Laminates* (3 July 2015), NQ-2014-003 (CITT), para. 56.

[33] The evidence indicates that, during the POR for the present expiry review, there were five known domestic producers of carbon steel screws covered by the product definition: Leland, Infasco, Standard Fasteners Ltd. (Standard), Visqué Inc. (Visqué)15 and Hillman Group Canada ULC (Hillman). Of these, only three were included as domestic producers in the investigation reports, namely Leland, Infasco and Standard. The Tribunal notes that Visqué did not respond to the Tribunal's producer questionnaire, nor did it participate in the proceedings. In his affidavit, Byron Nelson of Leland reported that the future existence of Visqué was uncertain because the company's owner had passed away and Visqué was being overseen by an executor.

Exclusion of Hillman from the domestic industry

[34] The Tribunal has historically considered Hillman to be essentially an importer of carbon steel screws.[16] In the present review, the Tribunal decided during the preparation of the investigation reports to include it as an importer rather than a domestic producer.[17] The Tribunal made this decision because the factual basis for the Tribunal's previous decisions to exclude Hillman from the domestic industry continues to apply.

[35] Indeed, the evidence on the record demonstrates that Hillman remains foremost an importer of subject goods. Throughout the POR, the volume of subject goods it imported was significantly greater than the volume of its total domestic production of like goods.[18] Moreover, in terms of value, its sales of subject goods represented a very large proportion of its total sales in the Canadian market over the POR.[19] Further, in its response to the Tribunal's producer's questionnaire, Hillman indicated that it had closed one of its domestic production facilities in December 2024, "as the result of strategic reprioritization of resources to focus on more profitable business and on Hillman's core competency of distribution and less on manufacturing."[20] The Tribunal understands this to mean that, as in the last expiry review, Hillman's business strategy in Canada is to remain a significant importer of the subject goods, rather than a significant domestic producer of such goods.

[36] In light of the foregoing, the Tribunal finds that, in essence, Hillman has been, is and will likely continue to be a significant importer of carbon steel screws. As a result, the Tribunal has decided that Hillman's exclusion from the domestic industry continues to be appropriate.

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15 Although Visqué did not file a completed producers' questionnaire, Byron Nelson of Leland stated in his affidavit that Visqué is a domestic producer. See Exhibit RR-2025-001-B-03, para. 17.

16 In *Certain Fasteners* NQ and RR-2009-001, the Tribunal excluded H. Paulin & Co., Limited (Paulin) from the domestic industry on the basis that it was essentially an importer of the subject carbon steel screws. In 2013, Paulin was purchased by U.S.-based The Hillman Group Inc. and became a division of Hillman. In RR-2014-001, the Tribunal excluded Hillman from the domestic industry on the basis that it was, like Paulin in the 2009 expiry review, essentially an importer of the subject carbon steel screws. In the last expiry review, the Tribunal came to the same conclusion following a request filed by Hillman in which it submitted that it continued to be a significant importer of carbon steel screws.

17 The Tribunal notes that Leland took the position that Hillman should be excluded from the domestic industry.

18 Exhibit RR-2025-001-13.55 (protected), p. 6, 8; Exhibit RR-2025-001-13.55B (protected), p. 4.

19 Exhibit RR-2025-001-13.55 (protected), p. 6, 8; Exhibit RR-2025-001-13.55B (protected), p. 7.

20 Exhibit RR-2025-001-12.55C, p. 7.

Composition of the domestic industry

[37] Given Hillman's exclusion from the domestic industry, four known domestic producers of like goods remain: Leland, Infasco, Standard and Visqué. However, as Visqué did not respond to the Tribunal's producers' questionnaire, it cannot be included in the domestic industry.

[38] As a result, the Tribunal finds that Leland, Infasco and Standard account for a major proportion of the total domestic production of the like goods, and thus, constitute the "domestic industry" for the purposes of this expiry review.[21]

CUMULATION AND CROSS-CUMULATION

[39] Subsection 76.03(11) of SIMA provides that the Tribunal shall make an assessment of the cumulative effect of the dumping or subsidizing of goods "… that are imported into Canada from more than one country if the Tribunal is satisfied that an assessment of the cumulative effect would be appropriate taking into account the conditions of competition …" between the goods imported into Canada from any of the countries and the goods from any other countries or between those goods and the like goods.

[40] In considering the conditions of competition between goods, the Tribunal typically takes into account the following factors, as applicable:

- The degree to which the goods from each subject country are interchangeable with the subject goods from the other subject countries or with the like goods.
- The presence or absence of sales of imports from different subject countries and of the like goods into the same geographical markets.
- The existence of common or similar channels of distribution.
- Differences in the timing of the arrival of imports from a subject country and of those from the other subject countries, and of the availability of like goods supplied by the domestic industry.

In the context of an expiry review, the assessment of conditions of competition is forward-looking.

[41] This expiry review involves subject goods from China and Chinese Taipei for which the CBSA determined that the expiry of the order was likely to result in the continuation or resumption of dumping. The CBSA also separately determined that the expiry of the order was likely to result in the continuation or resumption of subsidizing of the subject goods from China.

[42] The issue that arises is whether, pursuant to subsection 76.03(11) of SIMA, it is appropriate for the Tribunal to cumulatively assess the effect of the dumping *and* subsidizing of the subject goods from China *and* Chinese Taipei in a single injury analysis or whether the Tribunal must instead conduct two separate analyses: one assessing the effect of the dumping of the subject goods from Chinese Taipei, and one assessing the effect of the dumping and subsidizing of the subject goods from China.

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[21] As Hillman was excluded from the domestic industry, its domestic production was not taken into account (i.e., did not form part of the denominator).

[43] In inquiry NQ-2004-005 and expiry reviews RR-2009-001 and RR-2014-001, the Tribunal found that it was appropriate to perform a single injury analysis on the basis that the subject goods from China and Chinese Taipei generally competed head-to-head with each other and with the like goods in terms of pricing and quality, and were sold through the same distribution channels.

[44] In the last expiry review, the majority[22] of Tribunal members chose to follow the second approach mentioned above, namely the one requiring two separate analyses. It did so on the basis that, at the time of that review, the Tribunal's jurisprudence had thoroughly articulated its view that, interpreted in light of Canada's international obligations under the World Trade Organization (WTO) Agreement on Subsidies and Countervailing Measures[23] and the Agreement on the Implementation of Article VI of the General Agreement on Tariffs and Trade 1994[24] and, consistent with its interpretation and approach under subsection 42(3) of SIMA (the almost identical provision governing cumulation in inquiries conducted pursuant to section 42), it would not be appropriate under subsection 76.03(11) to conduct a cumulative assessment of the effects of goods from a country that have been dumped and subsidized with the effects of goods from another country that are only dumped or only subsidized.[25]

[45] In the present review, Leland affirmatively argued for a single injury analysis, agreeing that subsection 76.03(11) of SIMA mandates a cumulative assessment.

[46] The Tribunal finds that it is legally and practically appropriate to cumulatively assess the effect of the dumping of subject goods from China and Chinese Taipei, with the cross-cumulative effect of the subsidizing of subject goods from China. Member Wildhaber adopts this approach based on the minority opinion in *Concrete Reinforcing Bar*[26]. Presiding Member Beckett's analysis is based on the reasons articulated in *Polyethylene Terephthalate* (20 May 2025), PI-2024-005 and *Polyethylene Terephthalate* (15 October 2025), NQ-2025-002.[27] Regardless of which analysis is followed, the Tribunal has determined that an assessment of the cumulative effect would be appropriate, taking into account the conditions of competition among the subject goods or between the subject goods and the like goods.

[47] Leland argued that the evidence demonstrates that the conditions of competition as between the subject goods and as compared to the like goods, are similar. The subject goods are commodity steel products, which are interchangeable with domestically produced like goods, and compete with one another on price through the same channels in the Canadian market.

[48] The Tribunal found, both in the original inquiry and past expiry reviews, that the subject goods were interchangeable with one another and with the like goods. It also found they were of similar quality, distributed through the same or similar channels, transported by similar means, and

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22 Member Bujold wrote separate dissenting reasons.

23 Online: www.wto.org/english/docs_e/legal_e/24-scm.pdf.

24 Online: www.wto.org/english/docs_e/legal_e/19-adp.pdf.

25 *Carbon Steel Welded Pipe* (15 October 2018), RR-2017-005 (CITT), paras. 26–54. See also *Circular Copper Tube* (25 September 2019), RR-2018-005 (CITT), para. 30. At the time, the Tribunal had also followed the same overall approach in a number of injury inquiries: *Certain Fabricated Industrial Steel Components* (25 May 2017), NQ-2016-004 (CITT), paras. 65–70; *Silicon Metal* (2 November 2017), NQ-2017-001 (CITT), paras. 51–55; *Polyethylene Terephthalate Resin* (16 March 2018), NQ-2017-003 (CITT), paras. 33–37.

26 (14 October 2020), RR-2019-003 (CITT).

27 See also *Steel Strapping* (10 July 2025), PI-2025-002 (CITT).

compete in the same geographic markets.[28] In addition, the subject goods entered Canada at similar times, had comparable prices and competed on the basis of price. The evidence in this review continues to support similar conclusions and there is no evidence that these conditions of competition are likely to change in the foreseeable future.[29] Therefore, the Tribunal considers that the conditions of competition among the subject goods, and between the subject goods and the like goods, are appropriate for the Tribunal to assess the cumulative effect of the subject goods from Chinese Taipei and China.

[49] In light of the foregoing, the Tribunal is satisfied that an assessment of both the cumulative effect of the dumping of the subject goods from China and Chinese Taipei, as well as the cross-cumulative effect of the subsidizing of the subject goods from China, is appropriate in the circumstances. In other words, the Tribunal will perform a single injury analysis covering all subject goods.

LIKELIHOOD OF INJURY ANALYSIS

[50] An expiry review is forward-looking.[30] It follows that evidence from the period during which an order or finding was being enforced is relevant insofar as it bears upon the prospective analysis of whether the expiry of the order or finding is likely to result in injury.[31]

[51] There is no presumption of injury in an expiry review; findings must be based on positive evidence, in compliance with domestic law and consistent with the requirements of the WTO.[32] In the context of an expiry review, positive evidence can include evidence based on past facts that tend to support forward-looking conclusions.[33]

[52] In making its assessment of the likelihood of injury, the Tribunal has consistently taken the view that the focus should be on circumstances that can reasonably be expected to exist in the near to medium term, which is generally considered to be a period that can extend up to 24 months from the date on which the order or finding would be rescinded. In this case, the Tribunal was not presented with any argument that it should consider limiting its examination to a shorter period. It will therefore focus its analysis on the next 24 months.

[53] Subsection 37.2(2) of the *Special Import Measures Regulations*[34] (Regulations) lists factors that the Tribunal may consider in addressing the likelihood of injury in cases where the CBSA has determined that there is a likelihood of continued or resumed dumping or subsidizing. The factors that the Tribunal considers relevant in this expiry review are discussed below.

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28 *Certain Fasteners* NQ, paras. 101–102; RR-2009-001, paras. 101, 105; RR-2014-001, paras. 70, 75 and in a dissenting opinion set out in *Carbon Steel Screws* 2020, paras. 125–126.

29 Exhibit RR-2025-001-B-02 (protected), p. 20–21.

30 *Certain Dishwashers and Dryers* (procedural order dated 25 April 2005), RR-2004-005 (CITT), para. 16.

31 *Copper Pipe Fittings* (17 February 2012), RR-2011-001 (CITT), para. 56. In paragraph 14 of *Thermoelectric Containers* (9 December 2013), RR-2012-004 (CITT) [*Thermoelectric Containers*], the Tribunal stated that the analytical context pursuant to which an expiry review must be adjudged often includes the assessment of retrospective evidence supportive of prospective conclusions. See also *Aluminum Extrusions* (17 March 2014), RR-2013-003 (CITT) [*Aluminum Extrusions*], para. 21.

32 *Flat Hot-rolled Carbon and Alloy Steel Sheet and Strip* (16 August 2006), RR-2005-002 (CITT), para. 59.

33 *Thermoelectric Containers*, para. 14; *Aluminum Extrusions*, para. 21.

34 SOR/84-927.

Changes in market conditions

[54] In order to assess the likely volumes and prices of the subject goods and their impact on the domestic industry if the order is rescinded, the Tribunal will first consider changes in international and domestic market conditions that occurred during the POR and that are likely to occur over the next 24 months.[35] These changes provide some general context for the Tribunal's analysis and are likely to occur whether the order is continued or rescinded.

General international market conditions

[55] Leland submitted that a general change in market conditions occurred in early 2025 when the U.S. launched a global trade war by implementing widespread tariffs on various nations, as well as sectoral tariffs on specific products, including steel derivatives such as carbon steel screws. These developments had ripple effects across the global trading system, creating macroeconomic uncertainty and reducing overall demand for downstream applications for carbon steel screws. Leland argues that global trade uncertainty is placing domestic producers in a more vulnerable position than seen in past expiry reviews.

[56] In the last expiry review, the Tribunal observed that global demand for carbon steel screws fluctuates in line with general economic growth and industrial activity,[36] and agreed with Leland that this correlation arises because demand is driven by the varied downstream applications for those screws, including general construction, and the manufacturing of machinery, equipment, household furniture and appliances. The Tribunal continues to concur with this view.

[57] In this review, Leland submitted evidence indicating that global economic growth and trade slowed over the POR, and that forecasts showed this trend would continue. The International Monetary Fund (IMF) projected that global growth would slow from 3.3% in 2024 and 3.2% in 2025 to 3.1% in 2026. In terms of the growth rate of world trade volume, the IMF predicted a substantial decline from 2025 levels to 2.3% in 2026, led downward by advanced economies whose imports and exports were projected to increase in 2026 by only 1.3% and 1.7% respectively.[37]

[58] The Organisation for Economic Co-operation and Development (OECD) had a slightly less positive outlook, projecting that global gross domestic product (GDP) growth would slow from 3.3% in 2024 and 3.2% in 2025 to 2.9% in 2026. These assumptions, in part, were underscored by the fact that growth was expected to soften noticeably in the second half of 2025, as front-loading activity unwound and higher effective tariff rates on imports to the U.S. and China dampened investment and trade growth. Heightened geopolitical and policy uncertainty was also expected to continue to weigh on domestic demand in many economies.[38]

[59] Leland submitted that the key demand drivers for carbon steel screws mentioned above were likely to remain muted in the near term. For instance, Oxford Economics projected that global construction activity would decline by 2.4% by the end of 2025, followed by growth of 3.4% in 2026, representing a significant downgrade from its Q1 2025 update.[39] As for manufacturing output

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35 See paragraph 37.2(2)(j) of the Regulations.
36 *Carbon Steel Screws* 2020, paras. 138, 145.
37 Exhibit RR-2025-001-B-07, p. 72–73.
38 *Ibid.*, p. 237, 246.
39 *Ibid.*, p. 266.

projections, the S&P Global Canada Manufacturing Purchasing Managers' Index (PMI) reports[40] indicated that future business confidence had fallen and was at its lowest level in three years, underscoring downside risks to the global manufacturing outlook in the coming months.[41]

China

[60] In China, growth was expected to slow from 5.0% in 2024 and 4.8% in 2025 to 4.2% in 2026, according to the IMF.[42] The OECD predicted similar decreasing growth trends.[43] The property and construction sectors are currently in a crisis that was not present during the last expiry review. In 2025, investment in residential real estate in China declined by nearly 14% year-on-year. In October 2025 alone, real estate investment declined by 19% from a year earlier,[44] while prices fell by 2.2%—a trend projected to continue for the next three years.[45] Oxford Economics has forecasted a continued decline in the Chinese real estate market in the near term.[46]

[61] Leland stated that this occurred despite China's initiation of new infrastructure and energy projects in the first half of 2025, which were unable to substantially alter the negative growth outlooks in the sector.[47] As for manufacturing, indicators suggest general slowing has persisted since at least 2023.[48] Chinese industry analysts admit that market demand has not been significantly increased in recent years, and that the sector is suffering from weak domestic growth amid a global economic downturn.[49] This is being exacerbated by China's industrial policies that emphasize production and export-led growth, which have historically contributed to overcapacity in steel and metal products.[50]

Chinese Taipei

[62] In Chinese Taipei, the IMF projected that the GDP would fall precipitously in 2026, with the growth rate declining by more than half from 4.8% in 2024 to 3.7% in 2025 and 2.1% in 2026.[51] The PMI for the manufacturing sector shows that it had contracted for four consecutive months as of September 2025, and the outlook for Chinese Taipei's PMI has remained in contraction territory for six consecutive months at a precipitously low level.[52]

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40 The Manufacturing Purchasing Manager's Index is based on five indexes with the following weights: new orders (30%), output (25%) employment (20%), suppliers' delivery times (15%) and stock of items purchased (10%). A reading above 50 indicates an expansion of the manufacturing sector compared to the previous month, below 50 represents a contraction and 50 represents no change. Exhibit RR-2025-001-B-07, p. 376, 397, 580.

41 Exhibit RR-2025-001-B-07, p. 272.

42 *Ibid*, p. 104.

43 *Ibid*, p. 247.

44 Exhibit RR-2025-001-B-07, p. 316–319.

45 *Ibid*.

46 Exhibit RR-2025-001-B-07, p. 266–267.

47 Exhibit RR-2025-001-B-07, p. 335–339; Exhibit RR-2025-001-B-07, p. 279–284.

48 Exhibit RR-2025-001-B-07, p. 341–349; p. 351–356.

49 *Ibid.*, p. 392-294.

50 *Ibid.*, p. 286–289.

51 *Ibid.*, p. 104.

52 *Ibid.*, p. 396.

U.S.

[63] In the U.S., the IMF projects a modest increase in economic growth from 2% in 2025 to 2.1% in 2026.[53] However, the rise of U.S. tariffs and protectionist policies since the last expiry review generate unpredictable market responses that have a greater likelihood of negatively impacting the Canadian market.

[64] In 2025, the U.S. experienced a decline in demand for downstream markets such as general construction, and the manufacturing of machinery, equipment, household furniture and appliances, which, as mentioned above, drive demand for carbon steel screws.[54] This decline occurred in a period when the imposition of U.S. tariffs on steel products (including the subject goods) largely insulated the U.S. market from subject imports. Reduced downstream demand in the U.S. market, coupled with increased market volatility due to U.S. tariffs, has the potential to increase the risk of diversion of subject goods from the U.S. to Canada. This risk is even greater now than it was at the time of the last expiry review.

European Union

[65] Leland makes similar arguments with respect to EU countries where economic growth decelerated sharply in 2023 and 2024 and is expected to remain muted through 2026.[55] More specifically, conditions in Europe's construction market—a major driver of carbon steel screw demand—have weakened and are expected to remain subdued over the next 12 to 24 months. ING Group N.V. forecasted zero growth in EU construction in 2025, signalling continued stagnation,[56] and the 2025 Annual Economic Report of the Committee for European Construction Equipment is only slightly more optimistic, projecting a modest 1.1% growth in 2025 and 1.8% in 2026.[57]

[66] Leland also points to evidence on the record showing a downturn in European manufacturing in 2024, and recent data suggesting weakness into late 2025, with little signs of recovery over the next one to two years. Leland argues that risk of diversion from the EU is also greater now than at the last review due to trade protection measures in place, as well as the pending implementation of the carbon reduction measures, which is described in more detail below.

Domestic market conditions

[67] In Canada, the IMF predicts GDP growth of 1.5% in 2026, up from 1.2% in 2025[58] and the Bank of Canada projects that real GDP growth will average 1.4% over 2026 and 2027.[59] Export Development Canada's numbers are more conservative; it estimates only 1% GDP growth for Canada in 2026.[60] Leland contrasts this with Canada's projected real GDP growth of 5.8% that was forecasted in the last expiry review.

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53 Exhibit RR-2025-001-B-07, p. 186.
54 Exhibit RR-2025-001-B-07, p. 459–470, 489–494, 495–497, 500–501, 514–516.
55 Exhibit RR-2025-001-B-07, p. 186.
56 *Ibid*., p. 543–545.
57 *Ibid*., p. 551.
58 *Ibid*., p. 73.
59 *Ibid*., p. 618–619.
60 *Ibid*., p. 670; 688–690.

[68] In terms of downstream demand such as manufacturing and construction, Leland writes that it has been significantly affected by trade tensions and market uncertainty. With respect to construction specifically, housing starts in Canada are forecast to slow from 2025 to 2027.[61] As for manufacturing, the PMI rose to 49.6 in October 2025, up from 47.7 in September 2025, signalling a modest improvement.[62] According to Statistics Canada, manufacturing sales in September 2025 reached their highest level since February 2025, increasing by 3.3% compared with August 2025.[63]

[69] In addition, after a dip of 3 percentage points in early 2025, capacity utilization in fabricated product manufacturing stabilized in Q2 2025, while capacity utilization in electrical equipment, appliance and component manufacturing rose by 2.6 percentage points from Q1 to Q2 2025.[64] However, Leland writes that despite signs of recovery, the outlook for the manufacturing sector remains uncertain due to an unpredictable trade policy environment.

[70] The Tribunal acknowledges the state of the international and domestic market conditions as described by the domestic industry. The Tribunal finds that changes in market conditions since the last expiry review, including uncertainty in global trade and the ongoing impact of tariffs on the manufacturing and constructions sectors, have resulted in increased pressure on the domestic industry, and that this situation is expected to continue over the near to medium term. Moreover, the Tribunal finds that, given current and foreseeable international and domestic market conditions, the heightened risk of diversion of subject imports is likely to increase the domestic industry's vulnerability to the resumed or continued dumping and subsidizing of the subject goods.

Likely import volume of the subject goods

[71] Paragraph 37.2(2)(a) of the Regulations directs the Tribunal to consider the likely volume of the dumped or subsidized goods if the order is allowed to expire, and, in particular, whether there is likely to be a significant increase in the volume of imports of the dumped or subsidized goods, either in absolute terms or relative to the production or consumption of like goods.

[72] The Tribunal's assessment of the likely volumes of the subject goods encompasses the likely performance of the foreign industry, the potential for the foreign producers to produce the goods in facilities that are currently used to produce other goods, evidence of the imposition of anti-dumping and/or countervailing measures in other jurisdictions in respect of goods of the same description or similar goods, and whether measures adopted by other jurisdictions are likely to cause a diversion of the subject goods to Canada.[65]

[73] Leland submitted that the Tribunal's conclusions in the last expiry review with respect to likely volumes remain true. Specifically, excess production capacity and weak domestic sales in the subject countries are expected to continue to drive high volumes of subject goods into the attractive Canadian market. Anti-dumping measures in other countries are also likely to cause diversion of the subject goods to Canada, and, despite the Tribunal's order, the subject countries continue to maintain a dominant share of the Canadian market, which will likely increase if the order is rescinded.

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61 *Ibid*., p. 695–697.
62 *Ibid*., p. 703.
63 *Ibid*., p. 705.
64 *Ibid*., p. 711.
65 See paragraphs 37.2(2)(d), (f), (h) and (i) of the Regulations.

[74] Leland also maintained that the risk of diversion due to global trade uncertainty is far greater now than it was during the last expiry review. It noted that imports of the subject goods increased both in absolute and relative terms when compared with the last expiry review, despite the protection afforded by the order. Leland argued that this demonstrates that foreign producers in China and Chinese Taipei continue to have an interest in selling in Canada and would likely sell even higher volumes of the subject goods if the order were rescinded.

[75] For the reasons set out below, the Tribunal finds that rescinding the order would likely result in a significant increase in the volume of imports of subject goods over the next 24 months.

Excess capacity and export orientation of the subject countries

[76] China and Chinese Taipei are both leading producers of carbon steel screws. Leland submitted that producers in China and Chinese Taipei continue to have significant excess capacity and remain export-oriented, as the Tribunal found in the last expiry review. The Tribunal agrees with Leland that these circumstances have not changed.

[77] Chinese Taipei continues to be the largest exporter of carbon steel screws to North America, with the number of fastener manufacturers increasing from more than 1,650 during the previous expiry review to more than 1,800 today.[66] Leland emphasized that over 90% of fastener production from Chinese Taipei is exported.[67] This fact is corroborated by evidence from several Chinese Taipei producers, which state in their foreign producers' questionnaires that their products are not sold in their domestic market.[68] Leland noted that Chinese Taipei's production far outpaces domestic demand, making it export-oriented, though it now faces significant barriers in its export markets—including U.S. tariffs of 50% on steel and aluminum products—and a sharp appreciation of the New Taiwan Dollar compared to the U.S. dollar, which has made exports to the U.S. uncompetitive, and "has forced the industry to a tipping point".[69] Leland stated that this is corroborated by responses to the Tribunal's foreign producer questionnaires.[70]

[78] In terms of excess capacity in Chinese Taipei, the CBSA found that capacity utilization rates were low during the POR, and that producers in Chinese Taipei have significant excess capacity.[71] Leland argued that the investigation report also supports the finding that there is significant excess capacity in Chinese Taipei. Indeed, the investigation report shows that in 2024, the excess capacity of the four responding producers from Chinese Taipei could supply more than half of the Canadian market.[72]

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66 Exhibit RR-2025-001-02.01.A, para. 109. See also Exhibit RR-2025-001-02.03, Leland's response to Question 31 of the CBSA's expiry review questionnaire, p. 10-11 and non-confidential attachment to Question 31, p. 28, 37.

67 *Ibid.*

68 Exhibit RR-2025-001-15.03.A, p. 9; Exhibit RR-2025-001-15.04.A, p. 4, 17; Exhibit RR-2025-001-15.05.A, p. 8, 11; Exhibit RR-2025-001-15.06, p. 9, 12.

69 Exhibit RR-2025-001-B-07, p. 399–411.

70 Exhibit RR-2025-001-15.03.A, p. 10; Exhibit RR-2025-001-15.04.A, p. 14; Exhibit RR-2025-001-15.05.A, p. 8, 9.

71 Exhibit RR-2025-001-02.01.A, para. 111.

72 Exhibit RR-2025-001-04.A, Table 13; Exhibit RR-2025-001-05.A (protected), Table 47.

[79] With respect to China, Leland pointed to Chinese producers which, in this expiry review, reported that their products were either mainly sold outside China or were manufactured entirely for export.[73] Leland argued that Chinese producers are likely to be even more export-oriented given the projected and continued deterioration in Chinese domestic demand.

[80] In terms of excess capacity, the CBSA, in its statement of reasons, found that the excess capacity of just two Chinese producers, which responded to their questionnaire, could overwhelm the Canadian market.[74] This statement is supported by the confidential evidence on the record, which shows that the excess capacity of one Chinese producer represented a significant portion of the Canadian market in 2024.[75]

[81] Considering the sheer number of producers present in both the Chinese and Chinese Taipei markets, and the other evidence referenced above, the Tribunal concludes that producers from either of these markets would, on their own, have sufficient excess capacity to easily overtake the entire Canadian market. Looking forward, the forecasted slowdown in growth in both China and Chinese Taipei, and the consequent decrease in demand for carbon steel screws in those and other markets, will likely result in an increase in the volume of carbon steel screws available for export in the near to medium term into Canada.

Trade measures in force

[82] Leland submitted that the trade remedy measures in other jurisdictions currently in place for fasteners will cause diversion of the subject goods to the Canadian market if the order were rescinded.[76]

Specific U.S. trade measures

[83] Leland submitted that producers of the subject goods that have typically sold to the U.S. market are now more likely to seek out other markets like Canada to maintain their production levels. Since the last expiry review, trade measures against the subject countries have increased significantly. In early 2025, the U.S. launched a trade war which has greatly impacted global trade. As a result, producers in Chinese Taipei and China are facing tariffs under section 232 of the *Trade Expansion Act of 1962* (Section 232 Tariffs) of at least 50% on steel and aluminum products including steel derivatives such as carbon steel screws.[77] Leland argued that these trade measures will have a diversionary effect, which is reflected both in the responses to the foreign producers' questionnaire and in the foreign producer sales data between interim periods in the investigation report. Indeed, the investigation report shows that exports to the U.S. from China and Chinese Taipei have fallen by 21% and 28%, respectively, between the interim periods. Meanwhile, exports from China and Chinese Taipei to Canada have increased by 36% and 30% respectively over the same period.[78]

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73 Exhibit RR-2025-001-15.08, p. 5, 12; Exhibit RR-2025-001-15.09.C, p. 4, 8, 9, 11.
74 Exhibit RR-2025-001-02.01.A, para. 96.
75 Exhibit RR-2025-001-04.A, Table 13; Exhibit RR-2025-001-05.A (protected), Table 46.
76 Exhibit RR-2025-001-B-07, p. 789–906; Exhibit RR-2025-001-04.A, Table 48.
77 Exhibit RR-2025-001-B-07, p. 791–801.
78 Exhibit RR-2025-001-04.A, tables 46, 47; Exhibit RR-2025-001-05.A (protected), tables 46, 47.

EU carbon measures

[84] On July 1, 2026, the EU Carbon Border Adjustment Mechanism (CBAM) will come into force, requiring companies to pay a carbon border adjustment, priced in line with the European Emissions Trading System.[79] Leland submitted, albeit based on limited evidence, that this policy will have a significant impact on carbon steel screws exporters in particular. Leland argued that the imminent implementation of CBAM not only represents a significant change from the last expiry review, it will also have a disproportionate impact on producers of subject goods due to their export orientation, excess capacity and shrinking domestic markets. According to industry sources, "[f]asteners may be small and low value per unit, but they are often manufactured using carbon intensive techniques and materials and are typically shipped in large volumes. The result is a high aggregate carbon footprint. As CBAM is applied to weight, not value, the sector is disproportionately exposed."[80] The Tribunal agrees. It stands to reason that CBAM will have a particular impact on carbon steel screw exports to the EU originating from China and Chinese Taipei given the export orientation of both these countries and the excess manufacturing capacity for the subject goods.[81]

Continued strong presence of subject goods in Canada

[85] Leland submitted that the continued strong presence of the subject goods in the Canadian market throughout the POR, notwithstanding the protections afforded by the Tribunal's order, indicates that not only have producers in China and Chinese Taipei maintained an interest in the Canadian market, they have also maintained a competitive position within this market despite the application of anti-dumping and countervailing measures. This is borne out by the data in the investigation report, which indicate that importers' sales of imports of the subject goods accounted for a dominant market share over the POR, and that imports relative to domestic production and to sales of domestic production reached their highest levels during the interim period in 2025.[82]

[86] The CBSA has found that producers from China and Chinese Taipei have increasingly resorted to selling in Canada below normal values or without normal values.[83] As a result, the CBSA collected significant SIMA duties from 2022 to 2024, totalling $24.8 million from China and $42.1 million from Chinese Taipei.[84] The CBSA enforcement data for the interim periods indicate that both the volume of subject imports and the collected SIMA duties continued to grow in interim 2025.[85] Leland argued, and the Tribunal agrees, that the willingness of Chinese and Chinese Taipei producers to sell at such significantly dumped prices indicates that in the absence of an order, subject imports would quickly erode the remaining market share of the domestic industry.

Canadian steel derivative surtax

[87] A 25% surtax on steel derivative products, including carbon steel screws, took effect on December 26, 2025.[86] Though not thoroughly explained by Leland, the Tribunal notes that the surtax

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79 Exhibit RR-2025-001-B-07, p. 988–992.

80 *Ibid.*, p. 989.

81 Exhibit RR-2025-001-B-08, p. 988-1040 (protected).

82 Exhibit RR-2025-001-04.A, Table 12; Exhibit RR-2025-001-05.A (protected), tables 12, 15.

83 Exhibit RR-2025-001-02.01.A, paras. 104, 120.

84 *Ibid.*, para. 35.

85 Exhibit RR-2025-001-20.01.01, p. 2.

86 See order in council (OIC) 2025-0917 dated December 11, 2025. The Harmonized System (HS) codes covered by the OIC include all HS codes listed in the investigation report and under which carbon steel screws are typically imported. *Steel Derivative Goods Surtax Order*, SOR/2025-267.

applies to imports of goods from all countries, and that affected imports are exempt if they are subject to certain other surtaxes.[87]

[88] Leland argued that the protection offered by the Tribunal's order is still crucial, despite the application of this surtax. In this regard, it claims that the operation of sections 24 and 25 of SIMA, which govern export pricing, would prevent exporters from lowering their prices to absorb the impact of the 25% tariff, thereby ensuring that this additional Canadian measure is effective. More specifically, if the exporter decreases its selling prices or otherwise pays the 25% tariff in an attempt to reduce or eliminate the amount payable by the importer, this will result in an increase in the anti-dumping duties owed. That said, absent an anti-dumping measure, the exporter would be entirely free to lower its prices in order to absorb the tariff and continue to export with minimal impact to the importer. In the Tribunal's view, such a circumstance would also likely lead to a significant increase in the volume of subject good imports to the detriment of the Canadian steel screw industry.

[89] Leland pointed to the U.S. as an example of the above dynamic. When the U.S. increased its Section 232 Tariffs, the average price of imports of carbon steel screws from subject countries fell. Leland wrote that this shows how exporters and importers have likely been partially absorbing the impact of tariffs rather than passing those tariff costs onto the consumer. Leland argued that the Tribunal should conclude that the Canadian market would experience a similar dynamic in the absence of normal values discipline, which prevents price decreases aimed at absorbing duties. Increased tariff measures, while helpful for the domestic industry, may actually increase the likelihood of dumping and lower prices from the subject countries without the backstop of the order in place.

[90] The Tribunal finds this argument and comparison persuasive. In the absence of export price discipline from the order, it is reasonable to conclude that subject imports would likely drop in price to absorb these additional Canadian surtaxes allowing them to maintain their volumes.

[91] In summary, the evidence presented on the issues examined above allows the Tribunal to conclude that rescinding the order would likely result in a significant increase in the volume of subject carbon steel screws in the next 24 months, both in absolute terms and relative to the production or consumption of like goods.

Likely price effects of the subject goods

[92] The Tribunal must consider whether, if the order is rescinded, the dumping and subsidizing of the subject goods is likely to significantly undercut the prices of like goods, depress those prices, or suppress them by preventing increases in those prices that would likely have otherwise occurred.[88] In this regard, the Tribunal distinguishes the price effects of the subject goods from any price effects that would likely result from other factors affecting prices.

[93] The Tribunal will first determine the relative importance of price in purchasing decisions for carbon steel screws. Leland submitted that the Tribunal has consistently found that carbon steel

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87 *China Surtax Order (2024)*, SOR/2024-187, *United States Surtax Order (Steel and Aluminum 2025)*, SOR/2025-95, *Order Imposing a Surtax on the Importation of Certain Steel Goods*, SOR/2025-148, or *Steel Goods and Aluminum Goods Surtax Order*, SOR/2025-154. It appears that the only surtax that applies to carbon steel screws is the *United States Surtax Order (Steel and Aluminum 2025)*.

88 Paragraph 37.2(2)(b) of the Regulations.

screws are commodity products that are largely traded on the basis of price. It submitted that their nature has not changed since the last expiry review and that price remains the defining characteristic in a purchasing decision.[89] In addition, Leland argued that due to current economic conditions, customers are likely to be even more price sensitive and seek out lower-cost options.[90]

[94] Again, the Tribunal finds that there is no evidence on the record that warrants departing from the conclusions it reached in the previous expiry reviews on this matter.

[95] Therefore, for the purposes of its analysis, the Tribunal will continue to consider that carbon steel screws trade largely on the basis of price, and that customers would likely switch suppliers solely on this basis, particularly under current and foreseeable market conditions. Further, since the subject goods continue to account for a dominant share of the domestic market, the Tribunal considers that recent prices are a helpful indicator of what prices would be in the absence of the order.

[96] Leland also submitted that, despite the continued and significant presence of the subject goods in the Canadian market, the order continues to provide a measure of price stability, which allows the domestic industry to fairly compete for market share in certain niche markets.[91]

[97] Mr. Nelson of Leland noted that the domestic industry has survived in niche markets selling specialized products, and that "while there is still competition in these areas, the anti-dumping duties have provided price stability in these markets that have been central to improving … sales … and financial performance."[92] The investigation report indicates that the domestic industry experienced moderate sale price stability throughout the POR.[93]

[98] The question is whether this situation would continue if the order were rescinded. For the reasons set out below, the Tribunal finds that, if the order were rescinded, the subject goods would likely be imported at prices that significantly undercut and depress the prices of like goods. There is also some evidence suggesting that rescinding the order would likely result in price suppression.

Price undercutting

[99] Leland submitted that the current price stability is likely to disappear if the order were rescinded. It further submitted that the increased volume of subject imports would likely be sold at prices that significantly undercut the prices of like goods. This argument is supported by the following positive evidence: (1) the level of price undercutting by the subject goods that occurred during the POR; (2) the willingness of importers to pay substantial amounts of anti-dumping and countervailing duties during the POR; and (3) the competition likely to take place between the subject imports and between these imports and other low-priced import sources.

[100] Data from the investigation report shows that the average unit values of importers' sales of subject imports were below the average unit values of the domestic industry's sales from domestic production throughout the POR.[94] In fact, the three-year average selling price of subject goods was

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89 *Carbon Steel Screws* 2020, para. 125; *Carbon Steel Screws* (5 January 2015), RR-2014-001, para. 166.
90 Exhibit RR-2025-001-B-03, para. 18.
91 Exhibit RR-2025-001-04.A, Table 29; Exhibit RR-2025-001-05.A (protected), Table 28.
92 Exhibit 2025-001-B.03, para. 20.
93 Exhibit RR-2025-001-04.A, Table 29; Exhibit RR-2025-001-05.A (protected), Table 28.
94 Exhibit RR-2025-001-05.A (protected), Table 28.

significantly less than the domestic industry's average. Furthermore, the undercutting that the domestic industry experienced from the subject goods worsened over the POR.[95] This price undercutting is corroborated by a number of importers that indicated in their responses to the Tribunal's importers' questionnaire that subject goods are less expensive than domestically produced goods.[96] It therefore stands to reason that, without the price discipline imposed by the order, subject imports, if sold in increased quantities, would likely be priced significantly below domestically produced goods.

[101] Leland submitted that without the order in place, the undercutting experienced by the domestic industry would be more severe. This statement is supported in part by the fact that subject goods are sold in other jurisdictions at prices far below those in Canada. The evidence on the record indicates that China's selling price of carbon steel screws in its lowest-priced export markets is lower than its average selling price in Canada.[97]

[102] Leland also notes that the Tribunal has historically looked at SIMA duties collected during the POR as evidence that the selling prices of subject imports in the Canadian market would likely decline and, in doing so, increase the margin of underselling.[98] CBSA enforcement statistics demonstrate the willingness of foreign producers to reduce their prices for the Canadian market. Over the POR, the CBSA collected $76.4 million in anti-dumping and countervailing duties. As a proportion of the value for duty of imported subject goods, the duties collected ranged from a high of 51% in 2023 to a low of 29% in interim 2024. The significant duties paid over the POR suggest that if the order were rescinded, the subject goods could be sold at significantly lower prices than during the POR.[99]

[103] Furthermore, Leland submitted that the anti-dumping duties imposed at a rate of 170% pursuant to a ministerial specification provide a better indication of the likely price decrease. According to Statistics Canada data, more than 30% of all subject imports by volume in the first 8 months of 2025 were imported without normal values and were therefore subject to anti-dumping duties in an amount representing 170% of the export price of the goods.[100]

[104] In sum, without the benefit of the order, the domestic industry will likely face increased price undercutting from subject imports in all market segments, even in those niche markets that allowed the domestic industry to maintain its market share during the POR, thereby eroding the pricing stability. Accordingly, the Tribunal finds it likely that, if the order were rescinded, the subject goods would be sold in the Canadian market at prices that significantly undercut the domestic industry's selling prices.

Price depression

[105] Mr. Raczka of Leland notes that in the absence of the order, Leland would likely have to reduce prices simultaneously as sales volumes fall.[101]

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95 *Ibid.*

96 See, for example, Exhibit RR-2025-001-12.45, p. 9; Exhibit RR-2025-001-12.54, p. 9.

97 Exhibit RR-2025-001-B-02 (protected), para. 138; Exhibit RR-2025-001-B-08 (protected), p. 1058–1063. While Leland made similar claims relating to fasteners from Chinese Taipei, they were not supported by any evidence.

98 *Certain Fasteners* RR, paras. 184–186.

99 Exhibit RR-2025-001-04.A, Table 7.

100 Exhibit RR-2025-001-B-07, p. 1068.

101 Exhibit RR-2025-001-B-05, paras. 17–24.

[106] Having found that the subject goods are likely to significantly undercut the prices of like goods if the order were rescinded, the Tribunal finds it reasonable to project that the domestic industry's prices would also be forced down by a significant amount below the prices that would otherwise prevail. Indeed, in this scenario and given customers' price sensitivity, the domestic industry would have no other choice but to reduce its prices in order to maintain sales and production.

[107] Simply put, reducing its prices will likely be the domestic industry's only option to remain competitive, even in its niche offerings in which it has been able to remain a supplier. The Tribunal therefore concludes that the likely significant price undercutting by the subject goods that would result from rescinding the order would also lead to significant price depression.

Price suppression

[108] Leland submitted that if the order were rescinded prices would plummet, which would hamper the domestic industry's ability to pass on costs to customers. This scenario is especially concerning, since the cost of steel, which is the main input in fastener production, will likely continue its upward trend due to increasing trade barriers.[102]

[109] Mr. Nelson stated that Leland exclusively purchases its steel inputs in North America, and that the recent implementation of trade measures in both the U.S. and Canada will increase its production costs.[103]

[110] Leland pointed to Canada's tariff rate quotas (TRQs) on steel imports, which do not apply to carbon steel screws. The TRQs were adjusted on December 26, 2025, as follows: the quota applicable to Canada's free trade agreement (FTA) partners was reduced to 75% of 2024 import volumes (down from 100%), while the one applicable to non-FTA partners (including China and Chinese Taipei) is now set at 20% of 2024 volumes (down from 50%).[104] Imports that exceed these volumes are subject to a 50% surtax. Importantly, the TRQs and surtax do not apply to steel imports originating in the U.S. or Mexico.[105] Moreover, if goods that are subject to a surtax under this order are also subject to any other surtaxes, only the surtax under this order applies.

[111] Leland argues that this and other Canadian measures, imposed throughout 2025 have already increased its direct materials costs. The TRQs described above will exert additional upward pressure on the cost of steel by restricting supply.[106] The closure of ArcelorMittal's wire rod plant will similarly reduce supply, and, as a consequence, will likely increase the price of wire rod.[107] In addition to these trade measures, Canadian steelmakers announced increases in steel prices earlier this year in an effort to support the profitability of the sector.[108] These changes in Canadian market conditions coincide with rising U.S. tariffs, which are further driving up the cost of steel. Taken together, the price of steel is currently facing significant upward pressure, which domestic producers will be forced to contend with.

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102 Exhibit RR-2025-001-B-08 (protected), p. 1101–1104.
103 Exhibit RR-2025-001-B-03, para. 18.
104 See OIC 2025-0916, dated December 11, 2025; *Order Imposing a Surtax on the Importation of Certain Steel Goods*, SOR/2025-148.
105 *Order Imposing a Surtax on the Importation of Certain Steel Goods*, SOR/2025-148, para. 3(b).
106 Exhibit RR-2025-001-B-07, p. 998-1002.
107 *Ibid.*, p. 1042.
108 *Ibid.*, p. 1052–1053.

[112] Leland argues that the likely price depression discussed above combined with the likely increases in costs of production would also result in price suppression.

[113] The Tribunal agrees that the increased costs domestic producers are likely to face in the near to medium term would create conditions in which rescinding the order would likely result in the subject goods suppressing the price of the like goods by preventing price increases that would otherwise likely have occurred.

Conclusion on price effects

[114] Accordingly, on the basis of the foregoing, the Tribunal finds that rescinding the order would likely result in the subject goods being imported at prices that would cause significant adverse price effects over the next 24 months.

Likely impact of the subject goods on the domestic industry

[115] The Tribunal will assess the likely impact of the above volumes and prices of the subject goods on the domestic industry if the order were rescinded, taking into consideration the recent performance of the domestic industry.[109] In this analysis, the Tribunal distinguishes the likely impact of the dumped goods from the likely impact of any other factors affecting or likely to affect the domestic industry.[110]

Recent performance of the domestic industry

[116] Much of the financial results and other indicators pertaining to the performance of the domestic industry that are contained in the investigation report were properly designated as confidential. Therefore, the amount of information that can be conveyed within these reasons is limited.

[117] Over the POR, the domestic industry saw a deterioration or stagnation in certain key performance indicators. Domestic production and sales from domestic production decreased between 2022 and 2024 and between the two interim periods.[111] At the same time, capacity utilization rates remained relatively stable between 2022 and 2024 but decreased in interim 2025, with a decrease in practical plant capacity throughout the POR.[112] The market share for domestic sales of domestic production remained relatively stable over the POR.[113] The number of direct employees and wages paid for direct employment both increased between 2022 and 2024 and decreased in interim 2025.[114]

[118] Profitability decreased slightly during the POR but remained at a reasonable level throughout the period.[115]

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109 Paragraphs 37.2(2)(c), (e) and (g) of the Regulations. In addition, subsection 2(11) of SIMA provides that, "[i]n any assessment of injury under this Act, any impacts on workers employed in the domestic industry shall be taken into account."

110 See paragraph 37.2(2)(k) of the Regulations.

111 Exhibit RR-2025-001-04.A, tables 8, 14.

112 Exhibit RR-2025-001-05.A (protected), Table 41; Exhibit RR-2025-001-04.A, Table 42.

113 Exhibit RR-2025-001-05.A (protected), Table 15.

114 Exhibit RR-2025-001-04.A, Table 42.

115 Exhibit RR-2025-001-05.A (protected), tables 36, 37.

[119] Leland reports that the level of profitability allowed the domestic industry to invest in its operations and facilities, and it notes that the domestic industry projects that the steady growth in investments achieved since 2023 will continue into 2026.[116]

[120] The evidence shows that the domestic industry benefitted from the order and, as Leland submits, enabled the domestic industry to carve out a space for itself in the carbon steel screws market where it can sustain its operations.

[121] However, Leland submits that the global trade uncertainty triggered by U.S. tariffs in early 2025 has already begun to affect the domestic industry's performance.[117]

[122] The issue the Tribunal must address is whether the domestic industry is likely to be able to continue to perform within an acceptable range or maintain relatively satisfactory financial results if the order were rescinded. Based on the evidence presented and for the reasons detailed below, the Tribunal finds that the domestic industry is vulnerable and that, if the order were rescinded, it would likely be materially injured by the resumed or continued dumping and subsidization of the subject goods.

Likely impact of rescinding the order on the domestic industry and on workers

[123] Leland submits that if the order were rescinded, significant volumes of low-priced dumped and subsidized carbon steel screws would enter the market at prices well below the domestic industry's prices. This would make it extremely difficult, if not impossible, for the domestic industry to compete, especially in the niche markets it has been able to retain or in which it has made headway. Leland further argues that, in an attempt to retain what is left of its market share, the domestic industry would be forced to choose between lowering prices or losing sales volumes, either of which would result in a decline in profits to unsustainable levels.

[124] Leland submits that under the protection of the order over the POR, it continued to operate at healthy levels, having weathered the COVID-19 pandemic and benefitted from the temporary increase in economic activity as the Canadian economy recovered from the pandemic. That said, Leland submits that the domestic industry continues to be vulnerable, and that the Tribunal should consider the likely impact of rescinding the order in the context of this vulnerability.

[125] Leland estimated the likely impact that a reduction in domestic prices and sales volumes would have on the domestic industry's profitability by performing a "but-for" analysis using its most recent financial data for 2024.[118] In its analysis, Leland assumed that the rescission of the order would result in a 40% price decrease[119], which represents the approximate margin of dumping calculated using the SIMA duties collected between 2022 and H1 2025 as a percentage of import values. Leland explained that if it were to reduce its prices by 20% (40% being entirely unsustainable), it might be able to retain somewhat meaningful sales volumes, but its gross margin and net income would fall significantly.

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116 RR-2025-001-05.A (protected), tables 41, 42.

117 Exhibit RR-2025-001-05.A (protected), Table 36.

118 Exhibit RR-2025-001-05, paras. 17–24; Exhibit RR-2025-001-06 (protected), paras. 17–24.

119 Mr. Raczka for Leland stated that a 40% price reduction was a conservative estimate for several reasons, including that export data from China and Chinese Taipei show carbon steel screws being sold at prices far lower than those in Canada, suggesting that prices could fall even further, and that the global market is far more volatile and competitive now than in the recent past, which Mr. Raczka believes will lead to sharper price competition in the near future than was seen between 2022 and the first half of 2025. Exhibit RR-2025-001-B-05, para. 19.

[126] Leland further submitted that even if it were to apply the conservative assumptions (a 10% price decline and a 20% volume decline, with a 10% reduction in the cost of goods sold, calculated on the assumption that 50% of the cost of goods sold were fixed) from the "but-for" analysis used by the Tribunal in the last expiry review to the domestic industry's 2024 and H1 2025 financial results, it would reach a similar conclusion: the domestic industry's gross margin would be substantially reduced.

[127] The Tribunal accepts Leland's evidence that even a very small reduction in volume or price would considerably impact its current profitability levels, and that, under conservative assumptions, the results would be devastating. The Tribunal also accepts that the reduced profitability and output forecast described above would jeopardize Leland's recent investments, production development efforts and ability to raise capital.

[128] The Tribunal must also consider the impact on workers as a factor when assessing whether the continued or resumed dumping of the subject goods is likely to result in injury to the domestic industry.[120] Mr. Nelson and Mr. Raczka of Leland state that if the order were rescinded and Leland could not maintain its sales volumes and prices, it would need to reduce its workforce in line with the decline in sales volumes. The Tribunal accepts this as a logical conclusion.

[129] Ultimately, the Tribunal is satisfied that, if the order were rescinded, the domestic industry would likely suffer material injury through reduced production, capacity utilization, sales, profitability, employment levels, return on investment and the ability to raise capital.

Factors other than the dumping and subsidizing

[130] Pursuant to paragraph 37.2(2)(k) of the Regulations, the Tribunal may consider any other factors that are relevant in the circumstances. Given that Leland did not explicitly identify such factors, and that no submissions opposing the continuation of the order were filed, the Tribunal, on its own initiative, considered whether there were factors unrelated to the dumping and subsidizing of the subject goods that could adversely affect the domestic industry over the next 24 months. The Tribunal ensured not to attribute the effects of such factors to an eventual rescission of the order.

[131] The Tribunal considered whether competition from low-priced imports of carbon steel screws from non-subject countries could have an adverse impact on the domestic industry over the next 24 months. In his public witness statement, Mr. Nelson writes that Leland sees "plenty of competition from other low-priced country sources … such as Vietnam, Korea, and Malaysia."[121] There is also evidence on the record that certain importers have purchased carbon steel screws from certain non-subject countries at prices that were sometimes below those of the subject goods.[122] However, given the Tribunal's conclusion that rescinding the order would likely result in the subject goods entering the Canadian market in significant volumes and at low prices, the market share held by low-priced non-subject imports would likely be eroded.

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120 See subsections 2(11) and 76.03(10) of SIMA. Subparagraph 37.2(2)(e)(iii) and paragraph 37.2(2)(g) of the Regulations provide guidance to that effect.

121 Exhibit RR-2025-001-B-03, para. 37.

122 Exhibit RR-2025-001-05.A (protected), Table 26. The pricing level is evidenced through various protected importers' questionnaires on the record. The specific questionnaires have not been cited in order to respect confidentiality.

[132] No other non-attribution factors appear on the record.

[133] Having accounted for the impact of other factors and ensured not to attribute their effects to an eventual rescission of the order, the Tribunal finds that the resumption or continuation of the dumping of the subject carbon steel screws from Chinese Taipei and the resumption or continued dumping and subsidizing of these goods from China would likely result, in and of themselves, in material injury to the domestic industry.

EXCLUSIONS

[134] SIMA implicitly authorizes the Tribunal to grant exclusions from the scope of a finding.[123] Exclusions are an extraordinary remedy that may be granted at the Tribunal's discretion (i.e., when the Tribunal is of the view that such exclusions will not cause injury to the domestic industry).[124] In the context of an expiry review, the rationale is that, despite the general conclusion that all goods covered by an order are likely to cause injury to the domestic industry, there may be case-specific evidence that imports of particular products captured by the definition of the goods are not likely to cause injury.

[135] In determining whether an exclusion is likely to cause injury to the domestic industry, the Tribunal considers such factors as whether the domestic industry produces, actively supplies or is capable of producing like goods in relation to the subject goods for which the exclusion is requested.[125] The relevance of each of these factors and the weight that the Tribunal will ascribe to any of them will depend on the facts and circumstances of each case.

[136] The onus is upon the requester to demonstrate that imports of the specific goods for which the exclusion is requested are not likely to be injurious to the domestic industry.[126] However, there is also an evidentiary burden on the domestic producers to file evidence in order to rebut the evidence filed by the requester.[127] In addition, the fact that the Tribunal may have granted exclusions for products that are similar to those covered by the present requests does not, in and of itself, constitute sufficient evidence to justify granting an exclusion request. The Tribunal has stated that past decisions are not binding and create no entitlement to exclusion requests, and that a decision on whether to grant an exclusion is entirely discretionary, is only exercised in exceptional circumstances, and is based on all of the evidence and particular circumstances of each case.[128] Ultimately, the Tribunal must determine whether it will exercise its discretion to grant product exclusions on the basis of its assessment of the totality of the evidence on the record.

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123 *Hetex Garn A.G. v. The Anti-dumping Tribunal*, [1978] 2 F.C. 507 (FCA); *Sacilor Aciéries v. Anti-dumping Tribunal* (1985) 9 C.E.R. 210 (CA); *Binational Panel, Induction Motors Originating In or Exported From the United States of America (Injury)* (11 September 1991), CDA-90-1904-01; *Binational Panel, Certain Cold-Rolled Steel Products Originating or Exported From the United States of America (Injury)* (13 July 1994), CDA-93-1904-09.

124 See, for example, *Aluminum Extrusions* (17 March 2009), NQ-2008-003 (CITT), para. 339.

125 *Certain Fasteners* RR, para. 245.

126 *Ibid.*, para. 243.

127 A failure to do so could result in the requested exclusions being granted. In any case, much like its conclusion on the issue of whether the expiry of the order in respect of the subject goods considered as a whole is likely to result in injury to the domestic industry, the Tribunal's decision on exclusion requests must be based on positive evidence, irrespective of the party that filed it.

128 *Line Pipe*, para. 215.

[137] In this expiry review, as noted above, the Tribunal received 51 requests from 9 requesters to exclude products from any order continuing its order made in expiry review RR-2019-002.[129] Leland filed responses opposing all but one request and Infasco filed a letter in support of Leland's position. All requesters filed replies to Leland's responses.

[138] On January 14, 2026, after it had filed its reply to the responses by the domestic producers, ITW requested that the Tribunal hold an oral hearing to allow it an opportunity to address alleged contradictions between the evidence ITW submitted in support of its product exclusion requests and the evidence Leland submitted in opposition to its requests. ITW further requested that the Tribunal hold an oral hearing "to give all parties an opportunity to defend their evidence and answer any questions the Tribunal may have".[130]

[139] The Tribunal denied ITW's request on January 21, 2026. At the time of communicating its decision, the Tribunal advised that it would seek additional information from the parties should it be required and indicated that it would give reasons for denying ITW's request in its statement of reasons at the conclusion of the review. Those reasons are as follows: as an administrative tribunal, the Tribunal is the master of its own procedure and has the discretion to determine, on a case-by-case basis, whether a particular matter warrants an oral hearing or whether the written submissions on the record are sufficient to decide that matter. Moreover, pursuant to subsection 17(2) and section 35 of the *Canadian International Trade Tribunal Act*, the Tribunal is free to ensure that its own proceedings are conducted as expeditiously as the circumstances and conditions of fairness permit. In this case, parties had opportunities to file documentary evidence, witness statements and all relevant arguments in writing—both in its requests for product exclusions and in its reply to the response by the domestic industry. In its request for an oral hearing, ITW did not explain why proceeding in writing would deny it (or any other party) a fair opportunity to be heard despite the Tribunal requesting this information if a party believed an oral hearing was necessary. For these reasons, the Tribunal was satisfied that proceeding with written submissions only would not prevent ITW or any other party a full and fair opportunity to be heard. With the above in mind and given the fact that exclusions are granted at the Tribunal's discretion, the Tribunal concluded that an oral hearing was not necessary.

[140] Before turning to its analysis regarding the product exclusion requests, the Tribunal finds it necessary to address its approach in deciding which factors were considered most relevant in this particular expiry review.

[141] At the time of its original finding of injury, in previous expiry reviews of this matter and in various other cases involving other products, the Tribunal has written expansively about the general principles and relevant factors relative to product exclusions.[131] The Tribunal believes that its approach may have caused parties requesting and opposing product exclusions in this matter, and generally, to unnecessarily increase the size and level of detail of their submissions. To redirect parties toward some fundamentals they may wish to concentrate on when making submissions in the future, the Tribunal offers the following high-level guidance.

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129 The Tribunal received one request each from Clearco, National Nail and OMG, three requests each from ITW and Hilti, five from Trex, ten from U2, twelve from Starborn and fifteen from Rotho Blaas.

130 Exhibit RR-2025-001-20.30.

131 See, for example, *Carbon Steel Screws* 2020, paras. 222–240.

[142] The basic principle is that, at the time of an inquiry that results in a finding of injury or threat of injury, SIMA protection is afforded to the domestic industry against the entire range of subject goods. The domestic industry's ability to produce all goods that fall within the range of the subject goods ought to be presumed, and therefore exclusions are typically for exceptional circumstances only. At the time of an inquiry, the production capabilities of the domestic industry are of prime importance: a lack of production is not determinative because it may very well have been caused by the distorting effects the marketplace suffered because of the subject goods.[132]

[143] As soon as a finding is in place, however, the domestic industry's capability to produce should essentially lose its importance in favour of examining what is occurring in the Canadian marketplace in terms of actual competition.[133] If an imported product is in the Canadian marketplace at fairly traded prices for a sufficiently long period of time (to be decided on a case-by-case basis), and is not facing competition from domestically produced like goods, a reasonable conclusion will often be that the domestic industry is not serving that segment of the market and that SIMA protection for that imported product is not warranted.

[144] Generally, the domestic industry should not be forced to anticipate competition that has not yet made its way to Canada and been offered at fairly traded prices so that an equal competitive environment can be established. However, after a certain time, the domestic industry cannot claim likely injury from competition from subject goods (at fairly traded prices) when it has no clearly equivalent competing good within its domestic production of like goods. Those are the essential principles upon which any analysis is performed by the Tribunal when determining whether an exclusion is warranted.

[145] Considerable submissions and evidence were received in this matter. Not everything was relevant or productive. For example, throughout its submissions, Leland repeatedly argued that requesters had an obligation to contact the domestic industry before proceeding with a product exclusion request, implying that there would be an obligation for importers to favour purchases from the domestic industry. Infasco supported Leland's position and urged the Tribunal to reexamine its framework for analyzing product exclusion requests in the context of the carbon steel screw industry.[134] In this regard, Infasco argued that requesters should at least make some meaningful attempts to contract with the domestic producers before sourcing products from foreign countries. The domestic industry's insistence that there should be an obligation for requesters to first approach the domestic industry forced opposing parties to make considerable submissions in reply. Yet the Tribunal has previously written that no such obligation exists.[135] Furthermore, discussions of theoretical production capabilities of the proposed excluded products outweighed evidence of any actual competition in the marketplace. Finally, the historic absence of the domestic industry in certain market segments is difficult to align with its opposition to various requests.

[146] In this expiry review, the weight the Tribunal gave to the domestic industry's alleged production of substitutable goods, or to its capability to produce identical or substitutable goods, varied from product-to-product and was largely dependent on the degree of penetration of the proposed excluded product in the Canadian marketplace. For example, where Leland argued that it produced an identical or substitutable good, or it was capable of doing so, the Tribunal first

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132 *Carbon Steel Screws* 2020, paras. 237–238.
133 See also the discussion in paras. 236–239 in *Carbon Steel Screws* 2020.
134 Exhibit RR-2025-001-24.01.
135 *Carbon Steel Screws* 2020, footnote 184.

considered whether there was corroborating evidence of actual competition in the Canadian marketplace. While products may be substitutable on paper, without evidence of competition, it is difficult to understand how the domestic industry would be injured by granting an exclusion for a product it does not produce nor compete with. If the Tribunal was unable to assess the degree of competition because the proposed excluded product was only recently introduced, or would be new to, the Canadian market, the Tribunal then turned to an assessment of Leland's alleged production of, or capability to produce, identical or substitutable goods.

[147] Below, the Tribunal addresses only the evidence and arguments in respect of issues that were germane to coming to its decisions. Applying the general principles and factors applicable to product exclusion requests,[136] the Tribunal finds as follows.

Clearco

[148] Clearco requested an exclusion for a floating washer screw used in concrete and construction forming.

[149] It submitted that it was not aware of any domestic producer that makes a floating washer screw and that it is a niche product that requires special machinery to install the screw onto the washer.[137]

[150] Leland objected to the request on the basis that it can produce, and is an active supplier of, a substitutable product.[138]

[151] In reply, Clearco argued that its product and Leland's product are not substitutable for one another. While Clearco submits that Leland's product is intended to serve the same function as its product, Clearco argues that they are different, noting that Leland's product includes a washer fixed to the head of the screw, whereas its product has a floating washer, among other differences.[139] Clearco also argued that Leland is not an "active supplier" of the alleged substitutable product, as it has only recently developed a product at the request of a customer despite having the benefit of SIMA protection for 21 years.[140] Finally, Clearco argues that it has been importing its product into Canada since 2019, that Leland has not alleged any injury from sales of these imports and that it is clear the imports are not now causing any injury to Leland.[141]

[152] The Tribunal is satisfied that Leland made investments to produce a substitutable product and has therefore recently entered into competition with Clearco's product in the Canadian market.[142] The differences between Clearco's and Leland's products are minimal, and Leland has established their general substitutability. Clearco made sizable importations throughout the POR.[143] In this context, it

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136 The Tribunal adopts the same general framework for product exclusion requests it established in *Carbon Steel Screws* 2020. However, to determine whether granting a product exclusion request was likely to injure the domestic industry, evidence of actual competition in the market weighed more heavily than a theoretical basis of competition.

137 Exhibit RR-2025-001-22.01, p. 3.

138 Exhibit RR-2025-001-24.02, p. 237–239.

139 Exhibit RR-2025-001-26.05, paras. 20–22. Exhibit RR-2025-001-27.05 (protected), paras. 20–22.

140 Exhibit RR-2025-001-26.05, paras. 23–26. Exhibit RR-2025-001-27.05 (protected), paras. 23–26.

141 Exhibit RR-2025-001-26.05, paras. 27–30.

142 Exhibit RR-2025-001-24.02, p. 376, 382–384. Exhibit RR-2025-001-25.02 (protected), p. 174, 180–182.

143 Exhibit RR-2025-001-23.01 (protected), p. 5.

is unclear whether the price differential between Clearco's established product and Leland's product that is new to the market will be maintained or abate in the foreseeable future. Clearco argues that Leland has not been injured by the sales of these imports. The Tribunal notes that a lack of injury caused by the importation of a product while a measure is in place precisely demonstrates the effectiveness of that measure. Granting the exclusion would thwart the protection afforded by the order in respect of Leland's product.

[153] For the foregoing reasons, the request to exclude Clearco's floating washer screw is denied.

National Nail

[154] National Nail requested an exclusion for the CAMO Edge Deck Screw, which is a deck screw intended to be used with wood and composite decking.

[155] National Nail submitted that the Tribunal has granted several exclusions to other parties for deck screws, which indicates that such products are not being made by the domestic industry and/or do not cause injury to the domestic industry.[144] National Nail further submitted that it believes the CAMO Edge Deck Screw is equivalent to those already excluded by the Tribunal, and requested an exclusion for its deck screw.[145]

[156] Leland objected to the request on the basis that it is an active supplier of substitutable products and is capable of producing an identical product on request.[146] Leland also argued that the exclusion request should not be granted automatically because the product shares some similarities with other excluded products, noting that National Nail did not elaborate on which products it considers to be equivalent to the CAMO Edge Deck Screw.[147]

[157] In reply, National Nail argued that Leland does not produce an identical product, does not produce a substitutable product, and is not an active supplier of the alleged substitutable product because Leland's submissions relate to its capability to produce a substitutable product rather than demonstrate that it is an active supplier.[148] National Nail further argued that the CAMO Edge Deck Screw is designed to be used with the Marksman Pro Tool, which is a tool that allows the correct installation of the screw in the decking material such that the screw is hidden from view. National Nail argues that Leland neither produces nor is capable of producing such a tool.[149] Finally, National Nail submitted that its product is similar in structure and function to OMG's TrapEase® 3 composite deck screws and OMG's composite deck screws, which are used as part of the Cortex® Hidden Fastening System for Decking.[150] Both of these screws had been previously granted exclusions by the Tribunal.

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144 Exhibit RR-2025-001-22.09, p. 4.

145 The Tribunal notes that National Nail did not indicate which previously excluded products it believes is equivalent to the CAMO Edge Deck Screw.

146 Exhibit RR-2025-001-24.02, p. 252–253.

147 *Ibid.*, p. 254–255.

148 Exhibit RR-2025-001-26.02, p. 6–8.

149 *Ibid.*, p. 7.

150 *Ibid.*, p. 8–10.

[158] The Tribunal notes there were no importations of the CAMO Edge Deck Screw from the subject countries during the POR.[151] Consequently, in the absence of volume or pricing information on past subject imports of this good, it is not possible for the Tribunal to determine what the likely future impact would be on the domestic industry if the exclusion were to be granted. Leland has demonstrated its capability to produce a screw in response to market demand for this product.[152] If the CAMO Edge Deck Screw from the subject countries achieves a sufficiently large market penetration in Canada over a period of reference longer than that observed over the POR, an interested party can ask the Tribunal to reassess the situation, including any response by the domestic industry to competition from this product. In addition, the marketing materials for this product indicate that the CAMO Edge Deck Screw is capable of being used to fasten multiple products "[f]or use with all square deck boards, including … pressure treated, composite, PVC, capped composite, cedar, redwood and hardwood".[153] For the time being, due to the lack of market data, it is not possible for the Tribunal to determine whether the CAMO Edge Deck Screw will impact the wood screw or composite decking markets.

[159] For the foregoing reasons, the request to exclude National Nail's CAMO Edge Deck Screw is denied.

OMG

[160] OMG requested an exclusion for the FastenMaster® VersaLOK™ wood screw.

[161] OMG submitted that the exclusion would not cause injury to the domestic industry because no screws with the features specific to this product are currently produced in Canada. It submitted that while the domestic industry may argue that it has the capability to produce identical or substitutable products, the Tribunal has stated that this factor is much less relevant in the context of an expiry review.[154] It also submitted that in the present case, despite over 20 years of SIMA protection, the domestic industry has not begun manufacturing a lag screw or through-bolt replacement fastening systems substitutable for the VersaLOK™ screw. Finally, it submits that this product has technical specifications and dimensions (with the exception of length) that are identical to the Flat Head LedgerLOK® fastener for which OMG Inc. (now OMG) obtained a product exclusion in the previous expiry review.[155]

[162] Leland objected to the request on the basis that it currently produces a substitutable product and that OMG provided insufficient evidence for it to assess its ability to produce identical goods.[156] Leland also argued that a previously granted exclusion request is not determinative of whether a current request should be granted and that the Tribunal must exercise its discretion based on the facts before it.[157]

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151 Exhibit RR-2025-001-23.09 (protected), p. 5.
152 Exhibit RR-2025-001-24.02, p. 252–253, 385–386. Exhibit RR-2025-001- 25.02 (protected), p. 48-48, 183–184.
153 Exhibit RR-2025-001-22.09, p. 22.
154 Exhibit RR-2025-001-22.08, p. 3 citing *Certain Fasteners* RR, para. 246.
155 Exhibit RR-2025-001-22.08, p. 3.
156 Exhibit RR-2025-001-24.02, p. 281–283, 285.
157 *Ibid.*, p. 285–286.

[163] In reply,[158] OMG argued that Leland does not produce a product that competes with, or is substitutable for, its product and that it did provide Leland with sufficient information for Leland to assess its ability to produce the goods. It also argued that the domestic industry's capability to produce an identical or substitutable product carries little weight in an expiry review and is not based on a hypothetical scenario. Rather, OMG argues that the focus is on whether granting an exclusion would leave the domestic industry worse off in the next 18 to 24 months than during the period of review. OMG submits that the domestic industry has had the benefit of SIMA protection for over two decades and, in its view, it is difficult to imagine how the domestic industry would be in a worse position in the next 18 to 24 months. Finally, OMG reiterated that its proposed excluded product shares all the same core functional features and market positioning as its Flat Head LedgerLOK™ fastener.

[164] In this instance, the Tribunal is satisfied that the only key distinguishing factor between the FastenMaster® VersaLOK™ and the referenced product for which an exclusion has already been granted is their lengths, and that granting an exclusion for essentially the same product with a different length will not be a source of injury to the domestic industry.

[165] For the foregoing reasons, the request to exclude OMG's FastenMaster® VersaLOK™ wood screw is granted.

ITW

[166] ITW requested exclusions for the following products:

- Tapcon™
- Tapcon+™
- Large Diameter Tapcon+

[167] The Tapcon™ is a light-duty concrete screw anchor and the Tapcon+™ and Large Diameter Tapcon+ are heavy-duty concrete screw anchors.

[168] ITW has previously requested that the Tribunal conduct an interim review of the order to grant an exclusion for the above products.[159] The Tribunal in that case decided not to conduct an interim review because it was not convinced that the facts presented by ITW at that time warranted such a review.[160] Specifically, the Tribunal found that ITW failed to convince the Tribunal that imports of the Tapcon fasteners would not cause injury to the domestic industry.

[169] In its importers' questionnaire response in the previous expiry review (RR-2019-002), ITW requested that, to the extent the Tribunal decides to grant any exclusions for concrete screws in the present expiry review, these exclusions should include its Tapcon™ concrete screws. However, ITW did not file any requests for product exclusions in those proceedings.

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158 Exhibit RR-2025-001-26.03.

159 *Certain Fasteners* (11 October 2019), RD-2019-001 (CITT) [*Certain Fasteners* RD]. Subsection 76.01(1) of SIMA provides that the Tribunal may conduct an interim review of a finding or order; however, pursuant to subsection 76.01(3), the Tribunal cannot conduct an interim review unless the requester satisfies the Tribunal that the interim review is warranted.

160 *Certain Fasteners* RD, paras. 11–20.

[170] Leland argued that the Tribunal's findings in the previous interim review continue to apply in this expiry review, alleging that ITW has provided no new evidence or argument since that interim review and, for those reasons, the Tribunal should deny ITW's exclusion requests.[161] ITW disagreed with Leland's position, arguing that the current expiry review and the previous interim review are separate proceedings and the product exclusion requests should be considered on their own merits. In addition, ITW argued that the Tribunal did not examine the merits of ITW's request for an interim review.[162] Finally, ITW submitted that its product exclusion requests cannot be estopped from proceeding on the basis that the claims are *res judicata.*[163]

[171] As noted by ITW in its product exclusion requests, the Tribunal has previously stated in cases where it had declined to conduct an interim review that the party requesting the interim review could refile a request for an interim review at a later date or participate in the future expiry review for the subject goods.[164] There is no bar to a party filing a new interim review or participating in an expiry review for the purpose of requesting a product exclusion, especially when facts and circumstances have changed. In addition, the facts and circumstances specific to these product exclusion requests were not the subject of the decision in the previous interim review. For these reasons, there is no *res judicata.*

[172] The Tribunal will now turn to the merits of the product exclusion requests for the above ITW products in the current expiry review.

[173] ITW submitted that the exclusions would not cause injury to the domestic industry for several reasons, including that the domestic industry:

- does not and cannot produce identical products because they contain patented Advanced Threadform Technology™, as well as thread roll dies that are proprietary to ITW, and the domestic industry would breach ITW's intellectual property rights if it were to produce identical goods;

- does not produce substitutable products or products that compete with ITW's requested products because the domestic industry does not appear to offer concrete fasteners, ITW's requested products are tested to meet certain ASTM standards, and ITW's products are offered at a higher price than other products suitable for concrete;

- is not an active supplier of identical or substitutable products; and

- does not have the capacity to produce identical or substitutable products.

In this regard, ITW argues that the domestic industry has shown no interest in or ability to manufacture fasteners that are substitutable for ITW's requested products.

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161 Exhibit RR-2025-001-24.02, p. 305.

162 Exhibit RR-2025-001-27.09, p. 6–8.

163 According to the doctrine of *res judicata*, where a final judicial decision has been pronounced, a party is estopped from disputing the merits of the decision in a re-litigation before the same court. ITW argues that this matter is not *res judicata* because the same issue or claim is not at issue in both proceedings and, because the interim review was not decided on the merits of the product exclusion request, such request cannot be said to have been fully determined by the resolution of the interim review. See Exhibit RR-2025-001-22.07, p. 27–29.

164 See, for example, *Photovoltaic Modules and Laminates* (10 June 2024), RD-2023-001 (CITT), para. 19.

[174] Leland objected to the requests on the basis that it is an active supplier of substitutable goods.[165] Leland also submitted that intellectual property claims are not determinative of whether a product exclusion request should be granted.[166] Leland submitted that ITW's price comparisons do not establish that the products are premium products and that any certifications or testing of ITW's products cannot, on their own, justify an exclusion.[167]

[175] In reply[168], ITW argued that Leland did not provide evidence to support its position that the domestic industry is "actively producing" competing products and that Leland did not provide evidence that its products are substitutable for the requested products. In this regard, ITW submits that Leland indicated that it *may* be able to produce substitutable products.

[176] In the Tribunal's view, the best evidence on file is that the domestic industry is not an active supplier of concrete fasteners, and that Leland does not compete with any of ITW's products.[169] To the extent that Leland claimed that it supplied that market, its claims rested on undated sales of very small volumes and values without supporting invoices, such that the Tribunal was not able to ascertain whether they occurred during the POR or earlier.[170] Regardless, the sales, given their very small volumes and values, cannot qualify Leland as an active supplier, even if they occurred during the POR. Even if Leland experienced a loss of sales as a result of the granting of these exclusions, such a loss would not be material. There is no reasonable indication that the domestic industry will become an active supplier of this market segment.

[177] For the foregoing reasons, the requests to exclude ITW's Tapcon™, Tapcon+™ and Large Diameter Tapcon+ concrete screw anchors are granted.

Hilti

[178] Hilti requested exclusions for the following products:

- Kwik HUS-EZ IQ
- S-MS01Z 10-12x3/4" HHWH (the "Speedy Screw")
- S-MS01Z 8-18x1/2" HWH (the "Zippy Screw")

Kwik HUS-EZ IQ

[179] The Kwik HUS-EZ IQ is a high-strength self-tapping/undercutting carbon steel screw anchor with a hex washer head for cracked concrete, uncracked concrete, seismic, and concrete over metal deck applications.

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165 Exhibit RR-2025-001-24.02, p. 306–308.
166 *Ibid.*, p. 309.
167 *Ibid.*, p. 309–311.
168 Exhibit RR-2025-001-26.09. RR-2025-001-27.09 (protected).
169 Exhibit RR-2025-001-23.07.A (protected), p. 130–131.
170 Exhibit RR-2025-001-05.02 (protected), p. 200–201.

[180] Hilti requested that the Tribunal grant an exclusion request on the basis that this product is the next generation of an existing exclusion (specifically, the KH-EZ I concrete screw, which was granted a product exclusion request in RR-2019-001).[171] Hilti submitted that the domestic industry does not produce, and is not an active supplier of, any identical or substitutable products, nor is it capable of producing such products.[172] Finally, Hilti submitted that the domestic industry has not shown an intention or an ability to produce substitutable or competing products in Canada for the past 20 years.[173]

[181] Leland and Infasco indicated their consent to this product exclusion request.[174]

[182] A product exclusion may be granted by the Tribunal with or without the consent of the domestic industry. However, where the domestic industry consents to the exclusion, or does not oppose the request, the Tribunal usually concludes that the granting of the exclusion would not cause injury.[175] In this case, the Tribunal finds that, in consenting to the exclusion request, the domestic industry is admitting that it will not be injured if the exclusion is granted.

[183] In light of the foregoing, the Tribunal grants the exclusion for the Kwik HUS-EZ IQ.

The Speedy Screw and the Zippy Screw

[184] The Speedy Screw is a self-drilling screw for HVAC and decking applications, and the Zippy Screw is a self-drilling screw for HVAC applications.

[185] Hilti submitted that the granting of exclusions for these two products would not cause injury to the domestic industry because they use patented technology and, therefore, there are no identical products produced by the domestic industry and no evidence that the domestic industry produces or is an active supplier of substitutable or competing products.[176] In this regard, Hiti submits that these products have unique features compared to other fasteners available in the Canadian market for HVAC and decking applications, that they have been tested to show compliance with standards established by the ICC-ES, and they are perceived by the Canadian market as being high-quality products.[177] Hilti also submits that, based on a review of the domestic producers' online product catalogues, it does not appear as though any domestic producers manufacture self-drilling screws in Canada that are substitutable for or competitive with the Speedy Screw or the Zippy Screw.[178]

[186] Leland objected to the requests on the basis that it not only has the capability to produce identical products, it currently produces substitutable and competing products. In this regard, Leland submitted that it currently produces a variety of screws for HVAC and metal decking applications under the "Master Driller" brand that have the similar physical characteristics as the products for which Hilti seeks exclusions.[179] Leland further submitted that Hilti's patents are not a basis for an

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171 RR-2025-001-22.03, p. 4.
172 *Ibid.*, p. 4–5.
173 *Ibid.*, p. 5.
174 RR-2025-001- 22.03.A, p. 42–43.
175 *Heavy Plate* (5 February 2021), NQ-2020-001 (CITT), para. 179. See also *Certain Pea Protein* (19 November 2024), NQ-2024-002 (CITT), paras. 173–175.
176 Exhibit RR-2025-001-22.03, p. 11, 18.
177 *Ibid.*, p. 11–13, 18–20.
178 *Ibid.*, p. 12, 19.
179 Exhibit RR-2025-001-24.02, p. 290–292, 394–395.

exclusion to be granted and that its product certifications do not distinguish the goods from those of the domestic industry.[180]

[187] In reply,[181] Hilti argued that Leland does not have the capability to produce these products or any substitutable product. Hilti also argued that the domestic industry has had the benefit of SIMA protection for the past two decades and Leland has yet to produce substitutable or competing screws. Hilti argues that it is therefore inconceivable how the domestic industry could be injured by granting exclusions for products for which the domestic industry has produced no identical or substitutable products.

[188] The Tribunal is of the view that the screws for which Hilti is requesting a product exclusion and those produced by the domestic industry have the same general end uses for HVAC and metal decking applications. The claims made by Hilti that its customers seek out the specific features of its product are too anecdotal for the Tribunal to establish a clearly defined customer preference and the absence of the inherent qualities of the Hilti products (such as the patents and certifications) from those of Leland are not sufficient to distinguish one company's products from the others in terms of general substitutability. Absent the price discipline afforded by the continuation of the order, the dumped and subsidized subject goods would likely cause injury to the domestic industry.

[189] For the foregoing reasons, the requests to exclude Hilti's Speedy Screw and Zippy Screw are denied.

Trex

[190] Trex requested exclusions for the following products:

- 2-1/2″ Trex Color Match Composite Screw
- 2-1/2″ Trex Solid Core Plug System Composite Screw
- Trex 1-3/4″ Color-match Fascia Screw
- Trex 1-3/4″ Plug Fascia Screw
- Trex 2″ Scalloped Decking Plug Screw

[191] Trex claims that these products are specifically engineered for use with composite decking and fascia boards.

[192] Trex submits that the domestic industry does not produce, does not actively supply, and is not capable of producing identical, substitutable or competing products. Trex argues that its products, which rely on a proprietary system for both their screws and deck boards, are not freely

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180 *Ibid.*, p. 289, 292–293.

181 Exhibit RR-2025-001-26.04. Exhibit RR-2025-001-27.04 (protected). Hilti had also argued that it had approached Leland in good faith and had requested sample screws from Leland's existing portfolio six times, but that Leland did not provide sample screws. It was on that basis that Hilti concluded that Leland did not offer products that were substitutable for or compete with the requested products. This was not a factor that the Tribunal considered to be relevant for coming to its decision in this matter.

interchangeable with other screws produced or supplied by the domestic industry in Canada.[182] Trex further submits that its products are designed to be used with Trex decking solutions, which require specialty tools.[183] Trex also submits that any potentially substitutable products that are available in Canada are not produced by the domestic industry; rather, they are products that have already been excluded by the Tribunal.[184] Finally, Trex argues that the domestic industry has no interest in producing substitutable products.[185]

[193] Leland objected to the exclusion requests on the basis that Trex has not yet sold any products in Canada, and, therefore, should have approached the domestic industry first to ascertain whether it is capable of producing the goods.[186] Leland argued that Trex did not explain what the apparent similarities between its products and the previously excluded products are, and that prior exclusions granted for similar products do not create an entitlement to additional exclusions.[187] Leland also argued that the fact that the products are compatible with ancillary tools does not mean the domestic industry is incapable of producing them.[188] Finally, Leland argued that the domestic industry currently produces a comparable product and is capable of producing products which Trex seeks to exclude from the order.[189]

[194] In reply,[190] Trex submitted that Leland does not produce screws or fasteners that are identical to or substitutable for Trex products.[191] Trex also submitted that Leland's argument that its lack of prior sales in Canada should prevent it from filing a product exclusion request is unfounded,[192] and that contrary to Leland's position, Trex's products are not custom-made and have not created a new market in Canada.[193] Finally, Trex argues that Leland's assertion that Trex could simply license its intellectual property to the domestic industry mischaracterizes the nature of Trex's composite decking fastening products and the licensing and qualification process.[194]

[195] The Tribunal is of the view that the domestic industry has not shown production of screws compatible with composite decking material and fascia systems during the POR despite the level playing field created by the order. The witness statements from Steven Phillips confirm this and contradict, to the Tribunal's satisfaction, Leland's claims that it is capable of producing comparable products.[195] Excluding these products is therefore not likely to be a source of injury to the domestic industry.

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182 RR-2025-001-22.06, p. 18.
183 *Ibid.*, p. 22.
184 *Ibid.*, p. 24–27.
185 *Ibid.*, p. 27–28.
186 Exhibit RR-2025-001-24.02, p. 275–276.
187 *Ibid.*, p. 276.
188 *Ibid.*, p. 277.
189 *Ibid.*, p. 277–280.
190 Exhibit RR-2025-001-26.08. Exhibit RR-2025-001-26.08.A. Exhibit RR-2025-001-27.08 (protected). Exhibit RR-2025-001-27.08.A (protected).
191 Exhibit RR-2025-001-26.08, p. 4–6.
192 *Ibid.*, p. 2–4.
193 *Ibid.*, p. 6–7.
194 *Ibid.*, p. 8–9.
195 Exhibit RR-2025-001-22.06, p. 29–32. Exhibit RR-2025-001-26.08.A. Exhibit RR-2025-001-27.08.A (protected).

[196] For the foregoing reasons, the requests to exclude the 2-1/2″ Trex Color Match Composite Screw, 2-1/2″ Trex Solid Core Plug System Composite Screw, Trex 1-3/4″ Color-match Fascia Screw, Trex 1-3/4″ Plug Fascia Screw and Trex 2″ Scalloped Decking Plug Screw are granted.

U2

[197] U2 requested exclusions for the following products:

- Black Construction Screw™
- Truss Screw
- Flat Head Screw
- ICF Screw
- Black Universal Screw™
- TopStar® Adjustable Screw
- Cap Screw™
- Fine Screw™
- Re-Fine Screw™
- Steel Siding Screw™

Black Construction Screw™

[198] The Black Construction Screw™ is a self-tapping structural screw designed to replace lag bolts and other traditional fasteners in heavy-duty applications.

[199] U2 submits that this requested exclusion should be granted because it is a revision of the U2 Fasteners™ Construction Screw™ which was granted an exclusion by the Tribunal in the previous expiry review.[196] U2 submits that the evidence demonstrates that the market has not changed for this product and that the only difference is that the Black Construction Screw™ has a black coating and newer testing is being conducted. U2 submits that the black coating is a minor amendment without consequences to the domestic industry.[197]

[200] Leland objected to the exclusion request on the basis that a previous exclusion request should not be determinative of whether the current request should be granted.[198] Leland also submitted that this request should not be granted because it provided evidence that it produces a substitutable product and that the similarity in price between U2's product and its product carries a risk of downward substitutability.[199]

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196 See *Carbon Steel Screws* 2020. See also Exhibit RR-2025-001-22.02, p. 267–268.
197 Exhibit RR-2025-001-22.02, p. 267.
198 Exhibit RR-2025-001-24.02, p. 274.
199 *Ibid.*, p. 275.

[201] In reply,[200] U2 argued that Leland has not provided any evidence of a lost sale since the Tribunal granted an exclusion for the U2 Fasteners™ Construction Screw™ and that Leland has not provided any objective evidence (e.g., invoices) that it is actively supplying its alleged substitutable product with the same length and diameter as the Black Construction Screw™.

[202] The Tribunal grants this exclusion request to update the exclusion granted in the previous expiry review for the U2 Fasteners™ Construction Screw™ with U-Gold™ coating, taking into account changes in production relating to the colour and updated standards now in use. The Tribunal is satisfied that granting an exclusion for the same product with the requisite colour and standard modifications will not be a source of injury to the domestic industry.

[203] For the foregoing reasons, the request to exclude the U2 Fasteners™ Black Construction Screw™ is granted.

The remaining U2 exclusion requests

[204] For the sake of judicial economy, the Tribunal will briefly summarize U2's and Leland's positions on the remaining exclusion requests that were germane to the Tribunal's decisions before turning to the remaining U2 products and making its decisions on a case-by-case basis.

[205] For the remaining exclusion requests, U2 submits that granting the exclusions will not cause injury to the domestic industry. U2 submits that there is no domestic production of goods identical to the requested products. It further submits that there is no domestic production of substitutable or directly competing products. U2 submitted several reasons why these products should be granted exclusions, including that they are designed for specific applications, have unique features and characteristics, serve specific customer needs, serve different market segments than Leland's products, are sold at premium price points, are similar to goods for which the Tribunal has previously granted exclusions, and, in some cases, are patented, have features that are the subject of a patent, and/or meet certain building codes and standards.[201]

[206] Leland objected to the exclusion requests on the basis that it produces substitutable products.[202] It also argued that U2's pricing is not determinative of whether it competes in a different segment of the market.[203] Leland further argued that reliance on previously granted exclusion requests is not determinative of whether a product exclusion should be granted.[204]

[207] In reply,[205] U2 argued that Leland's response included conflicting, inconsistent and changing positions regarding whether Leland produces substitutable products or whether it is capable of producing identical or substitutable goods. It further argued that Leland's proposed substitutable products belong to a different classification than U2's screws (self-drilling tapping screws versus wood screws). U2 also alleges that there are evidentiary issues with Leland's response with regard to pricing data. For example, Leland referred to non-subject goods for pricing, provided pricing information for products for which U2 is not requesting a product exclusion and was using selective information. U2 also argues that Leland does not manufacture substitutable products, is not an active

200 Exhibit RR-2025-001-26.07. Exhibit RR-2025-001-27.07 (protected).
201 Exhibit RR-2025-001-22.02.
202 Exhibit RR-2025-001-24.02, p. 263–272.
203 Exhibit RR-2025-001-24.02, p. 273–274.
204 *Ibid.*, p. 274–275.
205 Exhibit RR-2025-001-26.07. Exhibit RR-2025-001-27.07 (protected).

producer of substitutable products and has not demonstrated that it is capable of producing U2 products.

[208] For the four U2 product exclusion requests that have been granted, the Tribunal considered allegations of downward substitutability made by Leland but was not persuaded by them because the allegations were unsupported by evidence. The Tribunal notes that there is universally a considerable price premium between U2's higher-end products and those of Leland and that downward substitutability is therefore unlikely.[206]

Truss Screw

[209] The Truss Screw is a self-tapping screw for use with truss applications.

[210] The Tribunal is of the view that the information provided in the confidential product exclusion request shows that the degree of presence in the Canadian market of this good during the POR is insufficient to ascertain the likely competitive environment between this product and any allegedly similar products made by the domestic industry or within its capabilities.[207] If a sufficiently large market penetration in Canada is achieved over a period of reference longer than that observed over the POR, an interested party can ask the Tribunal to reassess the situation, in particular in respect of what response, if any, the domestic industry offers toward competition for the market share of this product. For the time being, it is not possible to properly assess the likely effects of granting this exclusion. The purported similarity with any other product for which an exclusion has already been granted is not relevant in this context because the circumstances may have changed since the exclusion was granted.

[211] For the foregoing reasons, the request to exclude the U2 Fasteners™ Truss Screw is denied.

Flat Head Screw

[212] The Flat Head Screw is a self-tapping screw designed for use with EPS Styrofoam insulation systems.

[213] The Tribunal is of the view that the information provided in the confidential product exclusion request shows that this product has only recently entered the Canadian market. Therefore, that the degree of presence of this product in the Canadian market during the POR is insufficient to ascertain the likely competitive environment between it and any allegedly similar products made by the domestic industry or within its capabilities.[208] If a sufficiently large market penetration in Canada is achieved over a period of reference longer than that observed over the POR, an interested party can ask the Tribunal to reassess the situation, in particular in respect of what response, if any, the domestic industry offers toward competition for the market share of this product. For the time being, it is not possible to properly assess the likely effects of granting this exclusion. The purported similarity with any other product for which an exclusion has already been granted is not relevant in this context because the circumstances may have changed since the exclusion was granted.

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206 For example, see RR-2025-001-22.02.A, p. 47–50. RR-2025-23.02.A (protected), p. 47–50.
207 RR-2025-001-23.02 (protected), p. 10.
208 *Ibid.*, p. 18.

[214] For the foregoing reasons, the request to exclude the U2 Fasteners™ Flat Head Screw is denied.

ICF Screw

[215] The ICF Screw is a self-tapping screw designed to attach materials to insulated concrete forms.

[216] The Tribunal is of the view that the information provided in the confidential product exclusion request shows that the degree of presence in the Canadian market is insufficient to ascertain the likely competitive environment between this product and any allegedly similar products made by the domestic industry or within its capabilities.[209] If a sufficiently large market penetration in Canada is achieved over a period of reference longer than that observed over the POR, an interested party can ask the Tribunal to reassess the situation, including the domestic industry's response, if any, to competition from this product. For the time being, it is not possible to properly assess the likely effects of granting this exclusion.

[217] For the foregoing reasons, the request to exclude the U2 Fasteners™ ICF Screw is denied.

Black Universal Screw™

[218] The Black Universal Screw™ is a self-tapping screw used in a broad range of construction and framing applications.

[219] The Tribunal notes that U2 was denied an exclusion for the Universal Screw™ in the previous expiry review.[210] The information provided in the confidential product exclusion request shows a small degree of penetration in the Canadian market over the POR.[211] However, the Tribunal is of the view that the degree of presence in the Canadian market of the Black Universal Screw™ is insufficient to ascertain the likely competitive environment between this product and any allegedly similar products made by the domestic industry or within its capabilities. The domestic industry has demonstrated the ability to produce a screw that closely resembles the Black Universal Screw™[212]. If a sufficiently large market penetration in Canada is achieved over a period of reference longer than that observed over the POR, an interested party can ask the Tribunal to reassess the situation, in particular in respect of what response, if any, the domestic industry offers toward competition for the market share of this product. For the time being, it is not possible to properly assess the likely effects of granting this exclusion.

[220] For the foregoing reasons, the request to exclude the U2 Fasteners™ Black Universal Screw™ is denied.

TopStar® Adjustable Screw

[221] The TopStar® Adjustable Screw is a self-tapping screw designed specifically for the installation of door and window frames.

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209 *Ibid.*, p. 32.
210 See *Carbon Steel Screws* 2020.
211 RR-2025-001-23.02 (protected), p. 40.
212 *Ibid.*, p. 390, 478–480.

[222] The Tribunal notes that the TopStar® Adjustable Screw has been present in the Canadian market since at least the start of the POR at increasing volumes and stable unit prices. The Tribunal is of the view that the domestic industry has not demonstrated that it produced a screw with the same physical characteristics as the TopStar® Adjustable Screw during the POR. Various physical characteristics of the TopStar® Adjustable Screw are absent from the product that Leland advanced as a comparable product within its production capabilities. The domestic industry has not responded to competition from U2 in respect of the TopStar® Adjustable Screw since at least the beginning of the POR despite its presence at fairly traded prices. These circumstances indicate that factors unrelated to dumping or subsidizing influenced consumer choices in favour of this subject good over any purportedly comparable good produced by the domestic industry or that it is capable of producing. Consequently, granting the exclusion is not likely to be a source of injury to the domestic industry.

[223] For the foregoing reasons, the request to exclude the U2 Fasteners™ TopStar® Adjustable Screw is granted.

Cap Screw™

[224] The Cap Screw™ is a self-tapping finishing screw.

[225] The Tribunal notes that it had denied an exclusion for U2's Cap Screw™ in the previous expiry review.[213] The information provided in the confidential product exclusion request shows that the degree of presence in the Canadian market is insufficient to ascertain the likely competitive environment between this product and any allegedly similar products made by the domestic industry or within its capabilities.[214] If a sufficiently large market penetration in Canada is achieved over a period of reference longer than that observed over the POR, an interested party can ask the Tribunal to reassess the situation, in particular in respect of what response, if any, the domestic industry offers toward competition for the market share of this product.

[226] For the foregoing reasons, the request to exclude the U2 Fasteners™ Cap Screw™ is denied.

Fine Screw™

[227] The Fine Screw™ is a self-tapping finishing screw.

[228] The Tribunal notes that it had denied an exclusion for this product in the previous expiry review.[215] The information provided in the confidential product exclusion request shows a strong presence of this product in the Canadian market at fairly traded prices, with increased sales year over year at stable unit prices during the POR, except for one year when the volume returned to the lowest level of the period.[216] The domestic industry failed to demonstrate that it engaged in competition with a comparable product since the exclusion was denied. Accordingly, the Tribunal determines that the domestic industry has not engaged in competition against the U2 Fasteners™ Fine Screw™ despite the exclusion having been denied in the previous expiry review. These circumstances indicate that factors unrelated to dumping or subsidizing influenced consumer choices in favour of this subject good over any purportedly comparable good produced by the domestic industry or that it is capable

213 See *Carbon Steel Screws* 2020.
214 Exhibit RR-2025-001-23.02 (protected), p. 52.
215 See *Carbon Steel Screws* 2020.
216 Exhibit RR-2025-001-23.02 (protected), p. 58.

of producing. The Tribunal is therefore of the view that the granting an exclusion for this product is unlikely to cause injury to the domestic industry.

[229] For the foregoing reasons, the request to exclude the U2 Fasteners™ Fine Screw™ is granted.

Re-Fine Screw™

[230] The Re-Fine Screw™ is a self-tapping finishing screw.

[231] The Tribunal notes that it had denied an exclusion for this product in the previous expiry review.[217] The information provided in the confidential product exclusion request shows a strong presence of this product in the Canadian market at fairly traded prices, with increased sales year over year at stable unit prices during the POR (there was a considerable drop in one period).[218] The domestic industry failed to demonstrate that it produced a comparable product that engaged in head-to-head competition with the Re-Fine Screw™ since the exclusion was denied. Accordingly, the Tribunal determines that the domestic industry has not engaged in competition against the Re-Fine Screw™ despite the exclusion having been denied in the previous expiry review. These circumstances indicate that factors unrelated to dumping or subsidizing influenced consumer choices in favour of this subject good over any purportedly comparable good produced by the domestic industry or that it is capable of producing. The Tribunal is therefore of the view that granting an exclusion for this product is unlikely to cause injury to the domestic industry.

[232] For the foregoing reasons, the request to exclude the U2 Fasteners™ Re-Fine Screw™ is granted.

Steel Siding Screw™

[233] The Steel Siding Screw™ is a self-tapping screw engineered to secure steel siding, flashing, and trim components to wood and light-gauge steel substrates.

[234] The Tribunal notes that it had denied an exclusion for this product in the previous expiry review.[219] The information provided in the confidential product exclusion request shows, during the POR, a strong if somewhat varying yearly volume level of this product, at stable unit prices, in the Canadian market at fairly traded prices.[220] The domestic industry failed to demonstrate that it engaged in head-to-head sales competition with a comparable product since the exclusion was denied. Accordingly, the Tribunal determines that the domestic industry has not engaged in competition against the Steel Siding Screw™ despite the exclusion having been denied in the previous expiry review. These circumstances indicate that factors unrelated to dumping or subsidizing influenced consumer choices in favour of the subject goods in the Canadian market. The Tribunal is therefore of the view that granting an exclusion for this product is unlikely to cause injury to the domestic industry.

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217 See *Carbon Steel Screws* 2020.
218 Exhibit RR-2025-001-23.02 (protected), p. 63.
219 See *Carbon Steel Screws* 2020.
220 Exhibit RR-2025-001-23.02 (protected), p. 70.

[235] For the foregoing reasons, the request to exclude the U2 Fasteners™ Steel Siding Screw™ is granted.

Starborn

[236] Starborn requested exclusions for the following products:

- Starborn® Pro Plug® System Deck
- Starborn® Pro Plug® System Trim
- Starborn® Pro Plug® System Fascia
- Starborn® Cap-Tor® xd
- Starborn® Fascia System
- Starborn® Structural H19
- Starborn® Structural F19
- Starborn® Structural F23-W
- Starborn® Structural F23-E
- Starborn® Structural H23
- Starborn® Structural F23
- Starborn® Pro Plug® System Structural

[237] The Starborn® Pro Plug® System Deck, Starborn® Pro Plug® System Trim, Starborn® Pro Plug® System Fascia and Starborn® Fascia System are hidden fastening systems for decking. The Starborn® Pro Plug® System Structural is a hidden fastening system for structural applications. The Starborn® Cap-Tor® xd is a colour-match screw used with the above Pro Plug® hidden fastening systems or is a stand-alone screw. The Starborn® Structural H19, Starborn® Structural F19, Starborn® Structural F23-W, Starborn® Structural F23-E, Starborn® Structural H23 and Starborn® Structural F23 are structural screws.

[238] Starborn submits that the domestic industry does not produce identical or substitutable products. Starborn further submits that even if the domestic industry claims it can produce substitutable products, the evidence demonstrates that no such production has occurred during the 20 years the order has been in place. In addition, Starborn submits that its products are virtually identical to, substitutable for and actively compete with products that have been previously granted exclusions

by the Tribunal.[221] Finally, Starborn submits that its products are marketed as premium specialty products, which reinforces the fact that its products cater to a niche market.[222]

[239] Leland objected to the exclusion requests on the basis that it has the ability to produce identical goods and that it produces substitutable goods.[223] Leland also argued that Starborn's pricing comparison to offshore and U.S. markets fails to establish competition in the Canadian market.[224] Leland further argued that previously granted exclusion requests are not determinative of whether a product exclusion should be granted.[225]

[240] In reply,[226] Starborn argued that Leland has not produced substitutable products and that the products Leland argues are proposed substitutes are not identical or substitutable. Starborn further argued that Leland did not provide comparable pricing of its alleged substitutable products, which confirms domestic producers do not produce or have the capability of producing substitutable products. Finally, Starborn argued that its products are comparable to previously granted exclusions, which demonstrates the absence of injury to the domestic industry if the exclusions are granted.

[241] The domestic industry has not provided sufficient evidence to refute the allegation that, during the POR, it did not produce fasteners for hidden fastening systems for composite and/or PVC decking, trim or fascia or for hidden structural systems for wood framing and/or composite structural framing despite the level playing field created by the order. This is sufficient to grant the exclusions for the Starborn® Pro Plug® System Deck, Starborn® Pro Plug® System Trim, Starborn® Pro Plug® System Fascia, Starborn® Cap-Tor® xd, Starborn® Fascia System and Starborn® Pro Plug® System Structural.

[242] Starborn has also established to the Tribunal's satisfaction that the Starborn® Structural H19, Starborn® Structural F19, Starborn® Structural F23-W, Starborn® Structural F23-E, Starborn® Structural H23 and Starborn® Structural F23 are niche products marketed at a price premium. The domestic industry has failed to demonstrate to the Tribunal's satisfaction that it produces substitutable products for these premium specialty products. The evidence indicates that Starborn's competition is not from the domestic industry, but rather from other market participants such as

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221 In this regard, Starborn alleges that the Starborn® Pro Plug® System Deck and the Starborn® Pro Plug® System Trim are virtually identical to, substitutable for and actively compete with OMG's Cortex Deck product line; that the Starborn® Pro Plug® System Fascia is virtually identical to, substitutable for and actively competes with OMG's Cortex Fascia product line; that the Starborn® Cap-Tor® xd is virtually identical to, substitutable for and actively competes with OMG's TrapEase 3 product line; that the Starborn® Fascia System is virtually identical to, substitutable for and actively competes with OMG's TrapEase Fascia product line; that the Starborn® Structural H19 is virtually identical to, substitutable for and actively competes with OMG's TimberLOK product line; that the Starborn® Structural F19 is virtually identical to, substitutable for and actively competes with OMG's HeadLOK product line; that the Starborn® Structural F23-W and Starborn® Structural F23-E are virtually identical to, substitutable for and actively compete with OMG's FlatLOK product line; that the Starborn® Structural H23 and Starborn® Structural F23 are virtually identical to, substitutable for and actively compete with OMG's LedgerLOK product line; all of which were granted product exclusions by the Tribunal in *Carbon Steel Screws* 2020.

222 Exhibit RR-2025-001-22.05.

223 Exhibit RR-2025-001-24.02, p. 240–247.

224 *Ibid.*, p. 248–250.

225 *Ibid.*, p. 248–250.

226 Exhibit RR-2025-001-26.01. Exhibit RR-2025-001-26.01.A. Exhibit RR-2025-001-27.01 (protected). Exhibit RR-2025-001-27.01.A (protected).

OMG. At this time, there is no reasonable indication that the domestic industry will enter this market segment. This is sufficient to grant the exclusions for those products.

[243] For the foregoing reasons, the requests to exclude the Starborn® Pro Plug® System Deck, Starborn® Pro Plug® System Trim, Starborn® Pro Plug® System Fascia, Starborn® Cap-Tor® xd, Starborn® Fascia System, Starborn® Structural H19, Starborn® Structural F19, Starborn® Structural F23-W, Starborn® Structural F23-E, Starborn® Structural H23, Starborn® Structural F23 and the Starborn® Pro Plug® System Structural are granted.

Rotho Blaas

[244] Rotho Blaas requested exclusions for the following products:

- HBS (alternatively SNK)
- HBS EVO (alternatively SNK EVO)
- HBS PLATE
- HBS PLATE EVO (alternatively KGL PLATE EVO)
- TBS (alternatively TLL)
- TBS FRAME
- TBS EVO (alternatively TLL EVO)
- VGS
- VGS EVO
- VGZ
- VGZ EVO (alternatively GWZ EVO)
- LBS (alternatively SBL)
- LBS EVO
- LBS HARDWOOD
- LBS HARDWOOD EVO

[245] All the products for which Rotho Blaas seeks product exclusion are structural wood screws.

[246] Rotho Blaas requests these exclusions on the basis that, if granted, they would not cause injury to the domestic industry, as the domestic industry does not, and cannot, produce identical products, nor does it produce substitutable products that compete with the requested products. In this regard, Rotho Blaas argued that the requested products are high-end, specialized screws that respond

to the needs of a niche market. It submitted that the requested products are proprietary screws that have unique features, geometries, materials, physical characteristics and industry certifications, among other attributes.[227]

[247] Leland objected to the exclusion requests. It argued that the fact Rotho Blaas's products are the subject of proprietary information, or that its products have certifications, is no basis for granting exclusions.[228] Leland also argued that Rotho Blass' price comparisons are not indicative of its products.[229] In this regard, Leland noted that Rotho Blaas compared the price of its products with the average of Leland and Infasco's prices that were reported in their CBSA and CITT questionnaire responses. Leland argues that this comparison is misleading because the pricing in the questionnaires includes pricing for general standard products and Leland was unable to select products to compare on a more precise basis (e.g., custom and niche products). Finally, Leland submitted that it currently produces substitutes for the requested products.[230]

[248] In reply,[231] Rotho Blaas argues that it is not seeking product exclusions because the products are proprietary; rather, their proprietary nature demonstrates that the Canadian domestic industry does not produce identical products. Rotho Blaas also argues that Leland is not an active supplier of the goods proposed as substitutable and that the domestic industry does not produce identical or substitutable goods. It argues that Leland and Rotho Blaas operate in different markets and at different trade levels, and Rotho Blaas's "off-the-shelf" structural screws for the timber construction industry do not compete with Leland's commodity or custom screws. Finally, Rotho Blaas argues that the products proposed by Leland as substitutable for the Rotho Blaas screws subject to the exclusion requests are not substitutable and there is no evidence to suggest Leland is an "active supplier" of any of the proposed substitute screws.

[249] The Tribunal is of the view that these products have been sold on the Canadian market either throughout the POR or at various times during the POR at fairly traded prices, yet the domestic industry has not shown evidence of sales of directly competing products. The domestic industry's lack of competition against these high-end products (in terms of features and price point) demonstrates to the Tribunal that factors other than dumping and subsidizing are responsible for this situation.[232] Granting the exclusions will not cause injury to the domestic industry.

[250] For the foregoing reasons, the requests to exclude the HBS (alternatively SNK), HBS EVO (alternatively SNK EVO), HBS PLATE, HBS PLATE EVO (alternatively KGL PLATE EVO), TBS (alternatively TLL), TBS FRAME, TBS EVO (alternatively TLL EVO), VGS, VGS EVO, VGZ, VGZ EVO (alternatively GWZ EVO), LBS (alternatively SBL), LBS EVO, LBS HARDWOOD and LBS HARDWOOD EVO are granted.

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227 Exhibit RR-2025-001-22.04.

228 Exhibit RR-2025-001-24.02, p. 294–295, 301–302.

229 *Ibid.*, p. 302–304.

230 *Ibid.*, p. 298–301.

231 Exhibit RR-2025-001-26.06. Exhibit RR-2025-001-27.06 (protected).

232 As noted above, Leland argued that Rotho Blaas' price comparisons were misleading and do not reflect an accurate picture of the domestic industry's pricing. In the Tribunal's view, Rotho Blaas relied on the information available on the record (i.e., the average prices reported by Leland and Infasco in their CBSA and CITT questionnaire responses) to compare its products with those offered by the domestic industry. In the absence of other pricing evidence from Leland regarding its proposed substitutable products, this was the only price comparison possible in the circumstances.

CONCLUSIONS

[251] Pursuant to paragraph 76.03(12)(b) of SIMA, the Tribunal continues its order in respect of carbon steel screws originating in or exported from China and Chinese Taipei, excluding the products described in the appendices to the order.

Cheryl Beckett

Cheryl Beckett
Presiding Member

Eric Wildhaber

Eric Wildhaber
Member

Elizabeth Whitsitt

Elizabeth Whitsitt
Member