

EXHIBIT 3

but also he is *receiving credit* from his suppliers in equal degree. He certainly incurs no credit *costs* on the materials purchases. The selling price also includes an element for profit, and there can obviously be no *cost* to the manufacturer in respect of the delayed receipt of the profit increment of the selling price.

At most, the *cost* of the credit extended to the home market would be the wage increment of manufacturing costs included in the price. Customs has no data establishing what this portion is, nor that the manufacturer incurs an interest cost equal to the going rate of interest applied to the full selling price of the home market sales. Once again, Customs appears to have *assumed* the existence of proof which the law and regulations contemplate the foreign producer is required to supply.

The procedure being followed on this adjustment is subject to all the vices of that discussed above for warranties. No proof has been developed to support a determination by Customs *that the difference in price is due in whole or part to differences in credit terms*. No proof has been developed upon which a determination could be based *as to the amount of a "due allowance"* in price comparison in respect of credit differences, even assuming such an allowance in some amount is proper. The making of such an allowance, in any event, at this stage of the investigation is improper, since the Antidumping Act provides for such an allowance only at the time dumping duties are being assessed.