

MOVEXPU) to Euros in the margin calculation program.

In addition, the Petitioners argue that the Department failed to update the day of payment for unpaid sales (where PAYDTU/H equals “ ”) in the margin calculation program. According to the Petitioners, the Department’s normal practice is to update the date of payment for unpaid sales to the last date of each verification and to recalculate credit expenses (CREDITU/H) appropriately. As noted above, the Petitioners argue, the last date of verification for home market sales was June 21, 2002, and for U.S. market sales was May 24, 2002. Thus, the Petitioners request that the Department revise its Final Results to update the date of payment for unpaid home market and U.S. market sales to the last day of verification for each respective market in the margin calculation program.

Ugine argues that in the *Final Results*, the Department attempted to take interest revenue into account when calculating the net U.S. price in the margin calculation program, but inserted the programming code incorrectly before the “End” statement. Therefore, to correct this error, Ugine requests that the Department revise its programming code to properly take into account the interest revenue when calculating the net U.S. price in the margin calculation program.

In their rebuttal comments, Ugine argues that the Petitioners’ claim that the Department “inadvertently” used the same method for calculating credit expenses in both the preliminary and final results. According to Ugine, the Petitioners suggest that the Department intended to “update” the methodology by inserting an assumed payment date for sales for which payment had not been received and recalculating the reported credit expenses based on this assumed payment date in both the model match and the margin programs. Ugine notes, that the Department, however, gave no indication in its preliminary results or *Final Results* that it was contemplating the methodological change the Petitioners are now suggesting. Furthermore, Ugine argues, nor did the Petitioners raise this issue in their case brief or rebuttal brief. Consequently, Ugine notes, it is now too late for the Petitioners to advance this methodological change to the calculation after the Department has completed its *Final Results*.

In addition, Ugine argues that under the credit expense methodology used by the Department in its preliminary and *Final Results*, there is no basis for the Petitioners’ suggested “update” to the calculations. According to Ugine, in the

Department’s preliminary results, credit expenses for those sales for which payment had not been received were calculated using an estimated credit period. Ugine asserts that the estimated credit period for these sales was based on the weighted-average credit period for sales during the reporting period for which payment dates were available. Ugine argues that the Petitioners’ comments have not shown this methodology to be inaccurate or erroneous, and therefore, provide no basis for the Department to jettison this calculation methodology, even if these arguments were timely.

Finally, Ugine notes, that for U.S. sales made by Hague, the Petitioners’ suggested “update” is simply inapplicable. According to Ugine, the credit period for all sales by Hague was determined based on an accounts-receivable turnover analysis because Hague was not able to identify the payment date for individual transactions. Therefore, Ugine argues, the fact that no payment date was reported for these sales does not mean that payment had not been received, but that is simply a function of the reporting methodology used by Hague. Ugine states that this methodology was verified by the Department without discrepancy and has been accepted by the Department in all prior reviews of this case. Accordingly, Ugine claims, even if the Department were to accept the Petitioners’ comment, the credit expenses calculated for Hague’s sales should not be affected.

Department’s Position

We agree with Ugine and the Petitioners.

With regard to the Petitioners’ argument regarding the treatment of interest revenue and commissions paid for home market sales in the arm’s length test, we agree. In our *Final Results*, we inadvertently failed to consider both home market interest revenue (INTREVVH) and home market commissions (COMMH) in calculating the net price. Thus, to correct for this error, we have revised our *Final Results* and added home market interest revenue and deducted home market commissions in calculating the net price in the arm’s length test.

With regard to the Petitioners’ argument that the Department erred in calculating the home market net price because we did not add home market interest revenue (INTREVVH) to the calculation in the model match program, we agree. Therefore, for these amended final results, we correctly revised our home market net price calculation and added home market

interest revenue in the model match program.

With regard to the Petitioners’ argument that in calculating the values that would be used to determine the CEP profit in the *Final Results*, we mistakenly mixed U.S. dollar-based variables with Euro-based variables without performing the proper conversion in the margin calculation program, we agree. To correct for this error, we properly converted all U.S. dollar-denominated variables (FURMANU, REVENU, SELLEXPU, MOVEXPU) to Euros in the margin calculation program.

With regard to Ugine’s argument that the Department incorrectly applied the programming code to account for interest revenue when calculating the net U.S. price, we agree. We note that although the programming code is correct, it was inadvertently placed in the incorrect order, preventing the program from taking interest revenue into account when calculating the net U.S. price. For these amended final results, we have correctly applied the programming code to take interest revenue into account when calculating the net U.S. price in the margin calculation program.

With regard to the Petitioners’ argument that we failed to update the date of payment for unpaid sales (where PAYDTU/H equals “ ”) in the margin and model match calculation programs, we disagree. It is the Department’s standard practice to replace the date of payment with the last day of verification of that particular market (*i.e.*, the last day of the home market verification should be used as the date of payment for unpaid home market sales and the last day of the U.S. market verification should be used as the date of payment for unpaid U.S. market sales). However, in the instant case, the home market sales have a date of payment. Ugine reported, as it has reported in the investigation and the first administrative review, an average payment date for its home market sales where payment had not yet been received. Additionally, credit expenses for those sales for which payment had not been received were calculated using a weighted-average credit period. Therefore, the Petitioners’ assertion that certain home market sales had no payment date is wrong. In addition, in our *Final Results* we did not intend to replace Ugine’s average payment date methodology with the last day of the home market sales verification. Consequently, we are affirming our use of Ugine’s average payment date for sales for which payment had not been