



A-570-909
CCR (Roofing Nails Packaging)
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September 13, 2019

MEMORANDUM TO: James Maeder
Deputy Assistant Secretary
for Antidumping and Countervailing Duty Operations

FROM: Alex Villanueva
Acting Director, Office V
Antidumping and Countervailing Duty Operations

SUBJECT: Issues and Decision Memorandum for the Final Results of
Changed Circumstances Review: Certain Steel Nails from the
People's Republic of China

I. SUMMARY

The Department of Commerce (Commerce) analyzed the comments submitted by interested parties in the changed circumstances review (CCR) of the antidumping duty (AD) order on certain steel nails (nails) from the People's Republic of China (China) following the *Initiation and Preliminary Results*.¹ We recommend that you approve the positions below in the "Discussion of Issues" section of this memorandum. Below is a complete list of the issues for which we have received comments and rebuttal comments from the interested parties.

Issues

- Comment 1: Whether the CCR is an Unlawful Expansion of the Scope
- Comment 2: Whether the Scope Language Resulting from the 2011 CCR Needs to Be Revised to Prevent the Misuse of the Exclusion Language
- Comment 3: Policy Considerations

II. BACKGROUND

Commerce published in the *Federal Register* the *Initiation and Preliminary Results* on September 17, 2018. Commerce exercised its discretion to toll all deadlines affected by the partial federal government closure from December 22, 2018, through the resumption of

¹ See *Certain Steel Nails from the People's Republic of China: Initiation and Expedited Preliminary Results of Antidumping Duty Changed Circumstances Review*, 83 FR 46916 (September 17, 2018) (*Initiation and Preliminary Results*), and accompanying Preliminary Decision Memorandum (PDM).



operations on January 28, 2019.² If the new deadline falls on a non-business day, in accordance with Commerce’s practice, the deadline will become the next business day. On August 30, 2019, Commerce extended the final results.³ The revised deadline for the final results of this CCR is now September 16, 2019.

In accordance with 19 CFR 351.309, we invited parties to comment on our *Initiation and Preliminary Results*. On September 27, 2018, PrimeSource Building Products, Inc. (PrimeSource) submitted a timely filed case brief.⁴ On October 4, 2018, the petitioner⁵ submitted a timely rebuttal brief pursuant to our regulations.⁶ Based on our analysis of the comments received, we determine it appropriate to continue to amend the scope as discussed below.

III. EFFECTIVE DATE

On October 4, 2018, Commerce provided draft U.S. Customs and Border Protection (CBP) instructions allowing interested parties to submit comments and rebuttals regarding Commerce’s intention to apply the proposed exclusion language.⁷ The proposed effective date of this revised exclusion language is September 17, 2018, the publication date of the *Initiation and Preliminary Results*. No parties commented on these instructions. Therefore, Commerce will use the publication date of the *Initiation and Preliminary Results*, September 17, 2018, as the effective date of the revised exclusion language. We note that neither the statute, section 751(b)(1) of the Tariff Act of 1930, as amended (the Act), nor the regulations identify the effective date to be used in this situation. Thus, Commerce must determine an effective date of a CCR on a case-by-case basis. Here, Commerce has selected the publication date of the *Initiation and Preliminary Results*, as this is the earliest point at which interested parties were provided notice of Commerce’s intention to revise the exclusion language. Additionally, for the reasons discussed below, Commerce has taken into consideration enforcement concerns, both in determining to revise the exclusion language and in selecting the effective date. Lastly, we note that this date will only cover entries which have not yet been liquidated, and, therefore, does not raise administrability concerns.

Therefore, based on the above, we continue to find that applying the effective date of the *Initiation and Preliminary Results* publication date, September 17, 2018, is appropriate.

² See Memorandum, “Deadlines Affected by the Partial Shutdown of the Federal Government,” dated January 28, 2019. All deadlines in this proceeding have been extended by 40 days.

³ See Commerce’s Letter Changed Circumstances Review – Certain Steel Nails from the People’s Republic of China,” dated August 30, 2019.

⁴ See PrimeSource’s Case Brief, “Steel Nails from the People’s Republic of China – Response to Initiation and Expedited Preliminary Results of Changed Circumstances Review,” dated September 27, 2018 (PrimeSource’s Case Brief).

⁵ The petitioner is Mid Continent Steel & Wire, Inc. (Mid Continent).

⁶ See Petitioner’s Rebuttal Brief, “Certain Steel Nails from the People’s Republic of China: Rebuttal Comments,” dated October 4, 2018 (Petitioner’s Rebuttal Brief).

⁷ See Memorandum, “Certain Steel Nails from the People’s Republic of China: Draft Customs Instructions,” dated October 4, 2018.

IV. DISCUSSION OF THE ISSUES

Comment 1: Whether the CCR is an Unlawful Expansion of the Scope

PrimeSource's Comments:

- Neither Commerce's statute nor regulations define the phrase "changed circumstances." Commerce's practice confirms that a CCR is available to address specific issues not otherwise disposed of by other mechanisms.⁸
- A petitioner's unhappiness with unexpected but accurate utilization of a scope exclusion has not previously been treated as a changed circumstance.⁹
- The petitioner's request specified that Commerce "clarify certain exclusions to the scope of this proceeding that were enacted through a changed circumstance review conducted in 2011." The petitioner's concerns are specific to a scope argument and does not allege or establish a change in circumstances.¹⁰
- The petitioner has two options to address this situation: 1) a scope inquiry to demonstrate that roofing nails packaged in particular ways are in scope and have always been in scope; or 2) it could seek to enlarge the scope through the legal mechanism created for that purpose by alleging circumvention and request an anti-circumvention inquiry.¹¹
- The petitioner cannot lawfully request that Commerce enlarge the scope in the absence of a finding of circumvention. Doing so would also depart from established agency practice.¹²

Petitioner's Comments:

- Because neither Commerce's statute nor its regulations define the phrase "changed circumstances," the determination of what changes in circumstances warrant a review are at the discretion of Commerce.¹³
- The legislative history of the changed circumstances provisions supports the fact that there is no statutory or regulatory limitation on the scope of Commerce's reasonable inquiries and determinations in a CCR. The Senate Report for the 1979 Tariff Act stated that the purpose of the CCR provision was to provide "a greater role for domestic parties," and to "introduce more procedural safeguards" for domestic industry to defend its interests should certain circumstances change, warranting a review.¹⁴
- Conducting a CCR to address the misuse of the 2011 CCR exclusions reflects a reasonable interpretation of the statute consistent with Congressional intent.¹⁵
- The pre-Uruguay Round Agreements Act statute relied on a list of determinations and agreements for which a CCR may be requested. The Uruguay Round Agreements Act simplified the list by dividing into three categories:
 - affirmative determinations resulting in an antidumping or countervailing duty order or an antidumping finding (as pre-1930 orders were termed),

⁸ See PrimeSource's Case Brief at 2.

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.* at 2-3.

¹² *Id.* at 3.

¹³ See Petitioner's Rebuttal Brief at 3.

¹⁴ *Id.* (citing Sen. Rep. No. 96-249 at 80-81 (1979) (Senate Report)).

¹⁵ *Id.*

- determinations regarding suspension agreements, and
- final affirmative determinations resulting from an investigation continued following the entry into a suspension agreement.¹⁶
- In changing what is a permissible CCR, Congress inherently granted greater discretion to Commerce to use these provisions to address any type of changed circumstance.¹⁷
- While most CCRs have dealt with name changes, uncontested requests for exclusions, or successorship matters, this does not exclude Commerce from addressing the issues brought forth in this CCR. Doing so is consistent with Commerce’s authority to clarify the scope of its proceedings and to safeguard the integrity of its proceedings.¹⁸

Commerce’s Position: We agree with the petitioner and, for the reasons discussed below, find that this CCR is the proper mechanism to clarify the exclusion language initially adopted in the *2011 CCR Final Results*.¹⁹

Pursuant to section 751(b)(1) of the Act and 19 CFR 351.216(d), Commerce will conduct a CCR of an AD or countervailing duty order when it receives information which shows changed circumstances sufficient to warrant such a review. Neither the statute nor the regulation defines “changed circumstances” nor explains what aspects of a prior determination may be reconsidered in light of such changed circumstances. In practice, Commerce has conducted CCRs to address a wide variety of issues, including successor-in-interest determinations²⁰ and changes to cash deposit rates.²¹

In considering the legislative history of the changed circumstances provision, we note that the Senate Report stated that the reason for the changed circumstances provision is such that “{i}t provides a greater role for domestic interested parties and introduces more procedural safeguards.”²² Moreover, the SAA simplified a once lengthy list of determinations for which a CCR may be requested into the three categories discussed above.²³ We agree with the petitioner that by revising the “lengthy list” of determinations previously categorized as a CCR, Congress provided Commerce with the discretion to determine what is considered a changed circumstance, while still maintaining the original intent of the Senate Report. Additionally, we further agree

¹⁶ *Id.* at 4.

¹⁷ *Id.*

¹⁸ *Id.* at 4-5

¹⁹ See *Certain Steel Nails from the People’s Republic of China: Final Results of Antidumping Duty Changed Circumstances Review*, 76 FR 30101 (May 24, 2011) (*2011 CCR Final Results*).

²⁰ See, e.g., *Certain Polyester Staple Fiber from the Republic of Korea: Initiation and Preliminary Results of Antidumping Duty Changed Circumstances Review*, 84 FR 33230 (July 12, 2019), unchanged at *Certain Polyester Staple Fiber From the Republic of Korea: Notice of Final Results of Antidumping Duty Changed Circumstances Review*, 84 FR 45124 (August 28, 2019).

²¹ See, e.g., *Aluminum Extrusions from the People’s Republic of China: Final Results of Expedited Changed Circumstances Review*, 83 FR 45609 (September 10, 2018) (finding sufficient information of changed circumstances to recalculate certain cash deposit rates); and *Certain Steel Nails From Malaysia: Final Results of Antidumping Duty Changed Circumstances Review*, 82 FR 34476 (July 25, 2017) (finding sufficient information of changed circumstances to collapse certain entities and to utilize the correct cash deposit rate).

²² See Senate Report at 80-81.

²³ See Statement of Administrative Action accompanying the Uruguay Round Agreements Act (SAA), H.R. Doc. No. 103-316 (1994).

that while Commerce has previously utilized CCRs for name changes, uncontested requests for exclusions, or successorship matters, neither the Act nor our regulations limit CCRs to only those changes circumstance.

By way of background, Commerce notes that in its 2011 CCR Request, the petitioner requested that Commerce revoke the *Order*, in part, with respect to four types of nails: three relating to certain steel roofing nails and a fourth which is widely used in roofing nail applications, as well as other applications unrelated to roofing.^{24, 25} The petitioner's intent to focus revocation of the *Order* specifically on these four types of nails in its 2011 CCR Request was clear and uncontested by Maze Nails (a division of W.H. Maze Company (Maze) and Davis Wire (a Heico Wire Group Company), the remaining domestic producers, which along with the petitioner, together accounted for substantially all domestic like product production.²⁶ Consistent with our practice, Commerce used a CCR as the proper mechanism by which to revoke, in part, the *Order* as there existed a lack of interest on behalf of the domestic industry in the relief provided by the *Order* with respect to the four types of nails at issue.²⁷ As a result, in the *2011 Initiation and Preliminary Results*, which was unchanged in the *2011 CCR Final Results*, Commerce granted a CCR request and adopted proposed exclusions to the scope.²⁸ In doing so, Commerce also declined to include language which would have required the labels "roof" or "roofing" on the packaging of three of the four types of excluded nails identified in the CCR request.²⁹

As stated in the *Initiation and Preliminary Results*, "we recognize that Commerce initially declined to adopt the additional labeling requirement proposed by the petitioner for ... three types of nails in the *2011 CCR Final Results*" which, "had the unintended consequence of allowing more nails to be subject to the roofing nail exclusion than was originally intended by the expression of no interest at issue in the *2011 CCR Final Results*."³⁰ Because the petitioner's original intent to have the *Order* revoked, in part, with respect to roofing nails, is not being met with the amendment from the *2011 CCR Final Results*, Commerce continues to find that a CCR is the proper channel by which to address these unintended consequences. As such, Commerce does not find that the amendments to the exclusions in the *Order* are an expansion of the scope, as argued by PrimeSource. Instead, Commerce finds that these amendments are a necessary clarification to align the exclusion language with the intent of the *2011 CCR Final Results*, as this will give effect to the expression of no interest by the petitioner and the supporting domestic producers in revoking the *Order* only with respect to the specific nails identified in the *2011 CCR Final Results*. Therefore, we are also ensuring that the *Order* is applied to the nails for

²⁴ See Petitioner's Letter, "Certain Steel Nails from the People's Republic of China: Request for Changed Circumstances Review," dated March 22, 2017 at Exhibit 1 (2011 CCR Request).

²⁵ See Petitioner's Letter, "Certain Steel Nails from the People's Republic of China; Response to Supplemental Questions," dated May 17, 2017 at 2.

²⁶ *Id.*

²⁷ See, e.g., *Wooden Bedroom Furniture From the People's Republic of China: Preliminary Results of Changed Circumstances Review, and Intent to Revoke Antidumping Duty Order, in Part*, 80 FR 61170 (October 9, 2015), unchanged at *Wooden Bedroom Furniture From the People's Republic of China: Final Results of Changed Circumstances Review, and Revocation of Antidumping Duty Order, in Part*, 80 FR 75851 (December 4, 2015).

²⁸ See *2011 Initiation and Preliminary Results*; and *2011 CCR Final Results*.

²⁹ *Id.*

³⁰ See *Initiation and Preliminary Results* PDM at 7.

which the petitioner and supporting domestic producers continue to have an interest, and will further improve enforcement of the *Order*.

Comment 2: Whether the Scope Language Resulting from the 2011 CCR Needs to Be Revised to Prevent the Misuse of the Exclusion Language

PrimeSource's Comments:

- In the *2011 CCR Final Results*, Commerce was clear in its intention to exclude nails according to their physical description at the moment of importation, instead of how they are packaged or expected to be used after importation.³¹
- The petitioner could have withdrawn its CCR request and expression of support if it disagreed with the language proposed by Commerce.³²
- While the petitioner may have made an error, Commerce did not. The petitioner's unhappiness with the results of the scope exclusion does not constitute a changed circumstance or convert Commerce's 2011 action into an error requiring action.³³

The petitioner's Comments:

- PrimeSource ignores the substantial evidence arising after the 2011 CCR demonstrating the misuse of the exclusions developed therein. Specifically, in the seventh administrative review one of the mandatory respondents, Tianjin Lianda Group Co. Ltd. (Tianjin Lianda), stated that it used the exclusions to import certain steel nails without regard to antidumping duties, because they fell within the physical parameters of the 2011 CCR scope exclusions, despite not being roofing nails.³⁴
- PrimeSource also fails to address the change in import patterns showing an increase in the volumes of supposed "roofing" nails imported from China.³⁵
- Information on the record supports Commerce's preliminary determination to refine the exclusion language in order to effectuate the 2011 CCR's original intent and admitted misuse.³⁶

Commerce's Position: We agree with the petitioner that Commerce should continue to amend the 2011 CCR scope exclusions for these final results to effectuate the original intent of the 2011 CCR, as information on the record indicates a change in circumstances.

As discussed above, the 2011 CCR Request pertained to four types of nails, including three types of certain steel roofing nails. In making its request, the petitioner stated that "{t}he nails currently covered by that exclusion are specifically enumerated and identified in ASTM F 1667 (2005 revision) as Type I, Style 20 nails and that exclusion is limited to those nails, and no others."³⁷ In response, Commerce revoked the *Order* with respect to the four specific nails

³¹ *Id.* at 4.

³² *Id.*

³³ *Id.* at 4.

³⁴ See Petitioner's Rebuttal Brief at

³⁵ *Id.*

³⁶ *Id.* at 6-7.

³⁷ See 2011 CCR Request.

outlined in the petitioner's request, but refrained from including the labeling which would specify "roofing" or "roof" nails for the three types of certain steel roofing nails.³⁸

Despite Commerce's intention to revoke the *Order* with respect to the four nails mentioned in the 2011 CCR Request, information on the record demonstrates that parties have used the scope exclusion language adopted in the *2011 CCR Final Results* to avoid paying antidumping duties on subject merchandise. Specifically, as noted by the petitioner, in the seventh administrative review, one of the mandatory respondents, Tianjin Lianda, reported that certain of its nails imported into the United States were not subject to the *Order*, because, according to Tianjin Lianda, they met the physical descriptions of the 2011 scope exclusion language.³⁹ Despite meeting the physical descriptions of the 2011 scope exclusion language, Commerce notes that these nails were not roofing nails and, therefore, not meant to be excluded from the *Order*, according to the 2011 CCR Request or the *2011 CCR Final Results*. As evidenced by the record, imports of nails that were subject merchandise were entering the United States without being subject to antidumping duties. Accordingly, Commerce continues to find that the record indicates that the scope exclusion language adopted in the *2011 CCR Final Results* had the unintended consequence of allowing more nails to be subject to the exclusion language than was originally intended, which we consider a change in circumstance.

Moreover, Commerce continues to find that additional documentation on the record in the form of import data shows an increase in the volumes of roofing nails imported from China in 2016, which were distinct from the previous years in which the import data paralleled the demand in the domestic housing market.⁴⁰ As explained by the petitioner, the demand for nails in the United States is driven by the residential housing construction market. Yet, the increase in imports of roofing nails in 2016 coupled with the decrease in the residential housing construction market is further evidence that a change in circumstances exist (*i.e.*, that the exclusion language is being improperly used to avoid antidumping duties on subject merchandise).

As noted by the petitioner, PrimeSource fails to address the evidence provided on the record which supports the preliminary decision that changed circumstances indeed exist. Instead, PrimeSource argues that the 2011 scope exclusion language may have been an erroneous decision on the part of the petitioner and that the *Initiation and Preliminary Results* are based on the petitioner's "unhappiness." As noted in the *Initiation and Preliminary Results* and reiterated for these final results, Commerce's decision to refine the exclusion language to specifically reference the 2005 ASTM standards is a result of a changed circumstance, and will allow for the exclusion language to more closely align with the intent of the 2011 CCR Request and the *2011 CCR Final Results*. In amending the 2011 exclusion language, Commerce is addressing the evidence on the record that the exclusion language is being utilized in a manner inconsistent with the petitioner's original intent and not a response to the petitioner's alleged "unhappiness" as asserted by PrimeSource.

³⁸ See *2011 CCR Final Results*.

³⁹ See CCR Request at Exhibit 2.

⁴⁰ See CCR Request at 10-11; see also CCR Supplemental Response at 3-4 and Exhibit 1.

Comment 3: Policy Considerations

PrimeSource Comments:

- The 2011 CCR occurred as a result of a privately negotiated agreement under which the petitioner received consideration from other parties who desired a narrower scope.⁴¹
- Such negotiations are commonplace and service the purpose of keeping import relief focused on where it is needed most. However, if Commerce re-opens old CCRs, respondents will see no reason to enter into scope-related agreements with other petitioners.⁴²

The petitioner's Comments:

- Commerce's decision in the preliminary results will bolster the confidence of private parties to reach mutually agreeable settlements concerning products no longer of interest to domestic industry. Specifically, it will demonstrate Commerce's ability to ensure the integrity of exclusions enacted through a CCR.⁴³

Commerce's Position: As discussed above, Commerce is refining the exclusion language to ensure that the intent of the 2011 CCR Request and *2011 Final Results* is met. We note that in the 2011 CCR, Commerce relied on the statements of the domestic industry that it had "no interest" with respect to the products subject to the exclusion language; Commerce did not consider any privately negotiated agreement, nor is this a consideration for purposes of this CCR. We find that this CCR ensures Commerce's commitment to safeguard the integrity of its proceedings, including reflecting the intent of the domestic industry when it has identified "no-interest" in certain products. Specifically, Commerce has clarified the scope exclusion language to ensure that only those products for which the domestic industry has indicated that it has no interest are excluded.

⁴¹ See PrimeSource's Case Brief at 4.

⁴² *Id.* at 5.

⁴³ See Petitioner's Rebuttal Brief at 7-8.

V. RECOMMENDATION

For the reasons above, we continue to find it appropriate to revise the scope language related to certain exclusions of the scope of the antidumping duty order on certain steel nails from China.

Agree

Disagree

9/13/2019

X *James Maeder*

Signed by: JAMES MAEDER

James Maeder

Deputy Assistant Secretary

for Antidumping and Countervailing Duty Operations

ATTACHMENT

Scope of the Order

The merchandise covered by this order includes certain steel nails having a shaft length up to 12 inches. Certain steel nails include, but are not limited to, nails made of round wire and nails that are cut. Certain steel nails may be of one piece construction or constructed of two or more pieces. Certain steel nails may be produced from any type of steel, and have a variety of finishes, heads, shanks, point types, shaft lengths and shaft diameters. Finishes include, but are not limited to, coating in vinyl, zinc (galvanized, whether by electroplating or hot dipping one or more times), phosphate cement, and paint. Head styles include, but are not limited to, flat, projection, cupped, oval, brad, headless, double, countersunk, and sinker. Shank styles include, but are not limited to, smooth, barbed, screw threaded, ring shank and fluted shank styles. Screw-threaded nails subject to this order are driven using direct force and not by turning the fastener using a tool that engages with the head. Point styles include, but are not limited to, diamond, blunt, needle, chisel and no point. Finished nails may be sold in bulk, or they may be collated into strips or coils using materials such as plastic, paper, or wire. Certain steel nails subject to this order are currently classified under the Harmonized Tariff Schedule of the United States (HTSUS) subheadings 7317.00.55, 7317.00.65, 7317.00.75, and 7907.00.6000.⁴⁴

Excluded from the scope are steel roofing nails of all lengths and diameter, whether collated or in bulk, and whether or not galvanized. Steel roofing nails are specifically enumerated and identified in ASTM Standard F 1667 (2005 revision) as Type I, Style 20 nails, inclusive of the following modifications: 1) Non-collated (*i.e.*, hand-driven or bulk), steel nails as described in ASTM Standard F 1667 (2005 revision) as Type I, Style 20 nails, as modified by the following description: having a bright or galvanized finish, a smooth, barbed or ringed shank, an actual length of 0.500" to 4", inclusive; an actual shank diameter of 0.1015" to 0.166", inclusive; and an actual head diameter of 0.3375" to 0.500", inclusive; 2) Wire collated steel nails, in coils, as described in ASTM Standard F 1667 (2005 revision) as Type I, Style 20 nails, as modified by the following description: having a galvanized finish, a smooth, barbed or ringed shank, an actual length of 0.500" to 1.75", inclusive, an actual shank diameter of 0.116" to 0.166", inclusive; and an actual head diameter of 0.3375" to 0.500", inclusive; and 3) Non-collated (*i.e.*, hand-driven or bulk), as described in ASTM Standard F 1667 (2005 revision) as Type I, Style 20 nails, as modified by the following description: steel nails having a convex head (commonly known as an umbrella head), a smooth or spiral shank, a galvanized finish, an actual length of 1.75" to 3", inclusive; an actual shank diameter of 0.131" to 0.152", inclusive; and an actual head diameter of 0.450" to 0.813", inclusive.

Also excluded from the scope are the following steel nails: Non-collated (*i.e.*, hand-driven or bulk), two-piece steel nails having plastic or steel washers (caps) already assembled to the nail, having a bright or galvanized finish, a ring, fluted or spiral shank, an actual length of 0.500" to 8", inclusive; and an actual shank diameter of 0.1015" to 0.166", inclusive; and an actual washer or cap diameter of 0.900" to 1.10", inclusive.

⁴⁴ Commerce added the Harmonized Tariff Schedule category 7907.00.6000, "Other articles of zinc: Other," to the language of the AD order on Nails from China. See *Certain Steel Nails from the People's Republic of China: Final Results of Antidumping Duty Administrative Review; 2012-2013*, 80 FR 18816, 18816 n.5 (April 5, 2018).

Also excluded from the scope of this order are corrugated nails. A corrugated nail is made of a small strip of corrugated steel with sharp points on one side. Also excluded from the scope of this order are fasteners suitable for use in powder-actuated hand tools, not threaded and threaded, which are currently classified under HTSUS 7317.00.20 and 7317.00.30. Also excluded from the scope of this order are thumb tacks, which are currently classified under HTSUS 7317.00.10.00.

Also excluded from the scope of this order are certain brads and finish nails that are equal to or less than 0.0720 inches in shank diameter, round or rectangular in cross section, between 0.375 inches and 2.5 inches in length, and that are collated with adhesive or polyester film tape backed with a heat seal adhesive. Also excluded from the scope of this order are fasteners having a case hardness greater than or equal to 50 HRC, a carbon content greater than or equal to 0.5 percent, a round head, a secondary reduced-diameter raised head section, a centered shank, and a smooth symmetrical point, suitable for use in gas-actuated hand tools. While the HTSUS subheadings are provided for convenience and customs purposes, the written description of the scope of this order is dispositive.