and inaccurate and because we were unable to verify the extent of these unpaid sales.

Although we have determined that BIA is warranted in this case, we do not agree with the petitioners' contention that we should reject the invoice prices OAB reported for these sales and apply as BIA the highest calculated margin for any sale in the review. At verification we were able to verify that the invoice prices OAB reported for these sales matched those on pro forma invoices, on "call-off" invoices, and in OAB's ledgers. Because we are satisfied that the prices reported and the prices we observed are the same prices agreed to by OAB and its customer, we have no reason to question the accuracy of these prices. As a result, for these final results we have accepted OAB's reported invoice prices. In accordance with our policy, we have determined that partial BIA, based on a recalculation of the payment periods and credit expenses OAB reported for its unpaid U.S. sales, is more appropriate and more in accordance with the facts in this case.

Due to the differences in duration and statutory deadlines between the investigative and administrative review processes, we disagree with the petitioners' contention that we should use the date of the notice of the final results of review as the date of payment. Rather, because of the extended passage of time between the actual sales being reviewed and the conclusion of the administrative review process, as compared to the original investigative process, we have determined that the use of the last day of our verification as the payment date for OAB's unpaid sales is reasonable. Based on the record for this review, the last day of verification is the last day that we can determine with any certainty that these sales were still unpaid and that OAB was still extending credit to this customer. Therefore, for these final results we have determined to use for the payment period for each unpaid U.S. sale the time elapsed from the date of shipment reported by OAB to the last day of verification. Accordingly, we have also recalculated the credit expenses OAB reported for these unpaid U.S. sales, based upon this payment period.

Model Match Methodology

Comment 5: Petitioners contend that length is the most important distinguishing characteristic between brass sheet and brass strip, and that if the length of the merchandise sold is in excess of 10 feet, the merchandise is brass strip rather than brass sheet, and should be identified accordingly.

Petitioners argue that because OAB has not submitted any information regarding the length of the merchandise it sold, but instead has relied solely on width to distinguish between sheet and strip, the Department cannot be certain that OAB properly identified the form of its sales as brass sheet or brass strip. Petitioners claim that the Department should require OAB to substantiate its claim that all of its U.S. sales were of brass sheet. Petitioners argue that this is especially important for this administrative review because (1) the Department, accepting OAB's assertion that all of its U.S. sales were of sheet, in this review based its model matches on only two criteria, alloy and gauge, rather than on the four criteria, alloy, gauge, width, and form, that it used in previous administrative reviews of this order, and (2) based on one of the pro forma invoices contained in exhibit 2 of the Department's verification report, it appears that OAB has misidentified a U.S. strip sale as a sheet sale in its U.S. sales listing. Therefore, petitioners infer that by not using width and form, the Department risks comparing sales of sheet to sales of strip.

The petitioners state that because the Department has the authority under 19 C.F.R. 353.31(b)(1) to request information even after the preliminary results of a review, the Department should obtain information regarding the length of all products sold by OAB during the review period. In this way the Department would be able to determine with certainty whether all of OAB's U.S. sales were indeed sales of brass sheet. The petitioners argue that, based on the information the Department receives from OAB regarding product lengths, the Department should then reexamine its model matches to ensure that U.S. and home market sales are properly matched.

The respondent argues that there is nothing on the record to substantiate the petitioners' claim that length is the most important distinguishing characteristic between brass sheet and strip or that products in excess of 10 feet in length are by definition strip and not sheet. OAB contends that it has correctly identified its sales as strip or sheet based on the recognized industry standard of whether the merchandise was sold as cut-to-length or coiled. OAB argues that as a result the Department has properly relied on alloy and gauge in its model matches, since only these characteristics are necessary for comparing sales of sheet. Because all of OAB's U.S. sales were of sheet, the Department correctly used only home market sheet sales in its analysis. Thus,

all sales were already matched as to form prior to any further comparisons by the Department. Furthermore, because the Department has already collected all of the data necessary to develop an appropriate model-match methodology and because it has applied an appropriate model-match methodology in this review, there is no reason for the Department to reopen the issue by obtaining information regarding length of the products sold, or to reexamine its model-match methodology.

Department's Position: We agree with OAB. The Department's understanding in this review, as it has been in all previous reviews of this order, is that form is the distinguishing factor between brass sheet and brass strip. While brass sheet is sold flat and cut-tolength and is packed and shipped in this form, brass strip is sold coiled or traverse-wound and is packed and shipped in its coiled form. In past reviews we did not include the length of the merchandise as a model-match criterion or as a defining characteristic between strip and sheet. In this review the petitioners have provided insufficient evidence for us to make a determination that length is a reliable criterion upon which to distinguish sheet from strip, or that length should be included as a model-match criterion or should replace the form criterion in our model-match methodology. As a result, for this review, as in all past reviews, we have based the difference between brass sheet and brass strip on the form of the merchandise, not its

We disagree with the petitioners' contention that we excluded the form and width criteria from our product comparisons in this review and did not adhere to our established model-match methodology. As in all past reviews, we have again included the form and width criteria in our analysis. However, for several reasons, it was not necessary for us to explicitly include these criteria in the model-match portion of our computer program. For example, upon determining that all of OAB's U.S. sales were sheet sales, we excluded from our analysis all home market strip sales as a means to ensure proper product comparisons. As a result, because only sheet sales remained (meaning that all home market and U.S. sales were of the same form), it was not necessary for us to specifically include the form criterion in the model-match portion of our computer program.

We specifically used width as a criterion in all past reviews because our analysis addressed sales of both brass strip and brass sheet. Due to the additional costs associated with cutting