



U.S. ENVIRONMENTAL PROTECTION AGENCY
Office of Pesticide Programs
Registration Division (7505P)
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

EPA Reg. Number:

87373-98

Date of Issuance:

8/16/2021

NOTICE OF PESTICIDE:

Registration
 Reregistration
(under FIFRA, as amended)

Term of Issuance:

Unconditional

Name of Pesticide Product:

ARG Oxyfluorfen Technical

Name and Address of Registrant (include ZIP Code):

Argite, LLC
c/o Pyxis Regulatory Consulting Inc.
4110 136th St. Ct. NW
Gig Harbor, WA 98332

Note: Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the above EPA registration number.

On the basis of information furnished by the registrant, the above named pesticide is hereby registered under the Federal Insecticide, Fungicide and Rodenticide Act.

Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.

This product is unconditionally registered in accordance with FIFRA section 3(c)(5) provided that you:

1. Submit and/or cite all data required for registration/reregistration/registration review of your product when the Agency requires all registrants of similar products to submit such data.
2. Make the following label changes before you release the product for shipment:
 - Revise the EPA Registration Number to read, "EPA Reg. No. 87373-98."
3. Submit one copy of the revised final printed label for the record before you release the product for shipment.

Signature of Approving Official:

Heather McFarley, Acting Product Manager 24
Fungicide Herbicide Branch, Registration Division (7505P)

Date:

8/16/2021

Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under the Federal Insecticide Fungicide and Rodenticide Act and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) list examples of statements EPA may consider false or misleading. In addition, regardless of whether a website is referenced on your product's label, claims made on the website may not substantially differ from those claims approved through the registration process. Therefore, should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA's Office of Enforcement and Compliance.

If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6. Your release for shipment of the product constitutes acceptance of these conditions. A stamped copy of the label is enclosed for your records. Please also note that the record for this product currently contains the following CSFs:

- Basic CSF dated 07/22/2020
- Alt. No. 1 dated 07/22/2020

If you have any questions, please contact BeWanda Alexander by phone at (703)347-0313, or via email at alexander.bewanda@epa.gov

Enclosure:

- Stamped label

ARG Oxyfluorfen Technical

ACTIVE INGREDIENT:	w/w%
Oxyfluorfen: 2-chloro-1-(3-ethoxy-4-nitrophenoxy)-4-(trifluoromethyl)benzene	97.3%
OTHER INGREDIENTS:	<u>2.7%</u>
TOTAL:	100.0%

KEEP OUT OF REACH OF CHILDREN CAUTION

FIRST AID	
If in Eyes:	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15 -20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a Poison Control Center or doctor for treatment advice.
If on Skin or Clothing:	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15 -20 minutes. • Call a Poison Control Center or doctor for treatment advice.
If Swallowed:	<ul style="list-style-type: none"> • Call a Poison Control Center or doctor immediately for treatment advice. • Have a person sip a glass of water if able to swallow. • DO NOT induce vomiting unless told to do so by a poison control center or doctor. • DO NOT give anything by mouth to an unconscious person.
HOTLINE NUMBER	
Have the product container or label with you when calling a Poison Control Center or doctor, or when going for treatment. You may also contact 1-844-685-9173 24-hours a day for emergency medical treatment information. For non-emergency information concerning this product, call the National Pesticides Information Center (NPIC) at 1-800-858-7378, Monday through Friday, 8:00 AM to 12:00 PM Pacific Time (NPIC Web site: www.npic.orst.edu).	

[See side panel for additional Precautionary Statements including Storage and Disposal Instructions.]

For Chemical Spill, Leak, Fire, or Exposure, call CHEMTREC 1-800-424-9300

Manufactured for:

Argite, LLC
5000 CentreGreen Way, Suite 100
Cary, NC 27513

EPA Reg. No. 87373-xx
EPA Est. No.
Net Weight: lbs (kg)
Lot No.: See container

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS CAUTION

Harmful is absorbed through skin. Avoid contact with skin, eyes or clothing. Wash hands after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove contaminated clothing and wash clothing before use.

ENVIRONMENTAL HAZARDS

This product is toxic to aquatic invertebrates and fish. **DO NOT** discharge effluent containing this product directly into lakes, streams, ponds, estuaries, oceans, or public waters unless this product is specifically identified and addressed in a NDPES permit. **DO NOT** discharge effluent containing this product to sewer systems without previously notifying the sewage treatment plant authority. For guidance, contact your State Water Board or Regional Office of the Environmental Protection Agency.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Only for formulation into herbicides for the following uses: (1) uses for which USEPA has accepted the required data and/or citations of data that the formulator has submitted in support of registration; (2) uses for experimental purposes that are in compliance with USEPA; (3) **Terrestrial food/feed uses:**

Artichoke (globe)	Feijoa	Onions grown for seed
Avocado	Fig	Papayas (Hawaii only)
Bananas	Garbanzo beans	Persimmon
Blackberry	Garlic	Pistachio
Broccoli	Grapes	Pome fruit, crop group 11
Cabbage	Grasses grown for seed	Pomegranates
Cauliflower	Guava (Hawaii only)	Raspberry
Cacao (Hawaii only)	Horseradish	Soybeans
Clover grown for seed	Kiwifruit	Stone fruit, crop group 12
Coffee	Mint (spearmint, peppermint)	Taro (Hawaii only)
Corn	Olives	Tree nuts, crop group 14
Cotton	Onions	
Date		

Terrestrial Non-Food Uses: Clary sage grown for essence, Citrus (non-bearing), Conifers (seedbeds, transplants, container stock and selected field grown deciduous trees), Cottonwood, Eucalyptus, Fallow bed, fallow land, Jojoba, Non-cultivated non-agricultural areas (Rights of way, Roadways, Industrial sites, Tank Farms, Storage Areas, Airports, Fencerows, Levee Banks, Farmsteads, Windbreaks and shelterbelts), Nursery stock, Ornamentals.

STORAGE AND DISPOSAL

DO NOT contaminate water, food or feed by storage, disposal or cleaning of equipment.

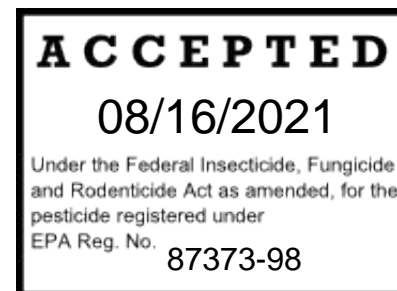
PESTICIDE STORAGE: Store in original container tightly closed and in a safe place.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product may be disposed of on site or at any approved waste disposal facility.

CONTAINER HANDLING:

Non-refillable fiber drums with liners: Nonrefillable container. **DO NOT** reuse or refill this container. Completely empty liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into formulation equipment. Then offer for recycling if available or dispose of liner in a sanitary landfill, or by other procedures approved by state and local authorities. If drum is contaminated and cannot be reused, dispose of it in the manner required for its liner.

Nonrefillable plastic bags: Nonrefillable container. **DO NOT** reuse or refill this container. Completely empty bag into formulation equipment. Then offer for recycling if available or dispose of empty bag in a sanitary landfill or by other procedures approved by state and local authorities.



CONDITION OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded. The Direction for Use of this Product must be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, presence of other materials or other influencing factors in the use of the product, which are beyond the control of Argite LLC or Seller. To the extent consistent with applicable law, all such risks shall be assumed by Buyer and User, and Buyer and User agree to hold Argite LLC and Seller harmless for any claims relating to such factors. Argite LLC warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with directions under normal use conditions. This warranty does not extend to the use of this product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of Seller or Argite LLC, and Buyer and User assume the risk of any such use. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ARGITE LLC MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE. To the extent consistent with applicable law, neither Argite LLC nor Seller be liable for any incidental, consequential or special damages resulting from the use or handling of this product. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF ARGITE LLC AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF ARGITE LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT. Argite LLC and Seller offer this product, and Buyer and User accept it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of Argite LLC.

[EPA Approval date]