

100-1150

10/17/2008

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

OFFICE OF  
PREVENTION, PESTICIDES  
AND TOXIC SUBSTANCES

OCT 17 2008

John Abbott  
Syngenta Crop Protection  
P.O. Box 18300  
Greensboro, NC 27419-8300

Dear Mr. Abbott:

Subject: Additional Formulation Uses  
Mesotrione Technical  
EPA Registration No. 100-1140  
Mesotrione Wet Paste  
EPA Registration No. 100-1150  
Mesotrione 28% Manufacturing Use Product  
EPA Registration No. 100-1263  
Your Submissions Dated October 1, 2008

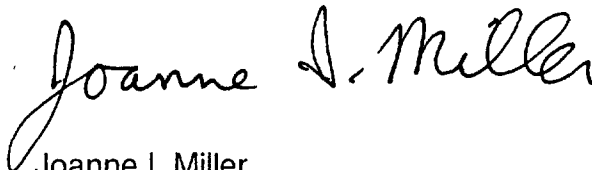
The amendment referred to above, submitted in connection with registration under section 3(c)(7)(A) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), is acceptable provided that you:

1. Submit/cite all data required for registration/reregistration of your product under FIFRA section 3(c)(5) or 4(a) when the Agency requires all registrants of similar products to submit such data.
2. Submit by June 4, 2009 the following Studies conducted on accordance with the Good Laboratory Practice Standards, 40 CFR Part 160 and appropriate test guidelines as referenced in EPA's Data Requirements for Registration Regulations, 40 CFR Part 158:
  - Developmental Neurotoxicity Study with plasma tyrosine levels.
3. Submit one (1) copy of your final printed labeling before you release the product for shipment. If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6(e). Your release for shipment of the product bearing the amended labeling constitutes acceptance of these conditions.

A stamped copy of the label is enclosed for your records.

If you have any questions concerning this letter, please contact Mr. James Stone at 703-305-7391.

Sincerely yours,

A handwritten signature in black ink that reads "Joanne I. Miller". The signature is written in a cursive style with a large initial "J" and "M".

Joanne I. Miller  
Product Manager (23)  
Herbicide Branch  
Registration Division (7505P)

Enclosure





**CONDITIONS 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 Directions for Use of this product must be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product, which are beyond the control of SYNGENTA CROP PROTECTION, Inc. or Seller. To the extent permitted by applicable law, Buyer and User agree to hold SYNGENTA and Seller harmless for any claims relating to such factors.

SYNGENTA 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. To the extent permitted by applicable law: (1) this warranty does not extend to the use of the product contrary to label instructions, or under conditions not reasonably foreseeable to or beyond the control of Seller or SYNGENTA, and, (2) Buyer and User assume the risk of any such use. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYNGENTA MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS WARRANTED BY THIS LABEL.**

To the extent permitted by applicable law, in no event shall SYNGENTA be liable for any incidental, consequential or special damages resulting from the use or handling of this product. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF SYNGENTA 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 SYNGENTA OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

SYNGENTA and Seller offer this product, and Buyer and User accept it, subject to the foregoing Conditions of Sale and Limitation of Warranty and of Liability, which may not be modified except by written agreement signed by a duly authorized representative of SYNGENTA.

