

100-1497

05/07/2013

1/8

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



OFFICE OF  
CHEMICAL SAFETY AND  
POLLUTION PREVENTION

May 7, 2013

Thomas J. Parshley  
Syngenta Crop Protection, Inc.  
P.O. Box 18300  
Greensboro, NC 27419

Subject: Notification of Primary Brand Name Change and other minor revisions per PRN 98-10

Dear Mr. Parshley:

The Agency is in receipt of your Application for Pesticide Notification under Pesticide Registration Notice (PRN) 98-10, dated May 3, 2013, for EPA Registration Number 100-1497.

The Registration Division (RD) has conducted a review of your requests for applicability under PRN 98-10, and finds that the actions requested fall within the scope of PRN 98-10. The label submitted with your application has been stamped "Notification," and the product record has been updated to reflect the new primary brand name: "Calteryx™ 35% Manufacturing Concentrate."

If you have any questions, please contact me directly at 703-308-8735 or email me at [chao.julie@epa.gov](mailto:chao.julie@epa.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Chao".

Julie Chao  
Insecticide-Rodenticide Branch  
Registration Division (7505P)  
Office of Pesticide Programs

2/8

**Calteryx 35% Manufacturing Concentrate (100-1497)**

[Master Label]

**DUPONT™ E2Y45CALTERYX™ 35% MANUFACTURING  
CONCENTRATE**

FOR FORMULATION OF INSECTICIDES ONLY

Active Ingredient	By Weight
Chlorantraniliprole: 3-Bromo-N-[4-chloro-2-methyl-6-[(methylamino)carbonyl]phenyl]-1 H-pyrazole-5-carboxamide .....	35.0%
<hr/>	
Other Ingredients	65.0%
<hr/>	
Total:	100.0%

EPA Reg. No. 352-745100-1497  
[EPA Est. No. placeholder]

**KEEP OUT OF REACH OF CHILDREN**  
[No Signal Word required]

[Net Contents placeholder]  
Net Contents  
Refillable/Non-refillable Container

**NOTIFICATION**

**MAY - 7 2013**

**Calteryx 35% Manufacturing Concentrate (100-1497)**

**FIRST AID**

**HOT LINE NUMBER** : For 24-Hour Medical Emergency Assistance (Human or Animal) or Chemical Emergency Assistance (Spill, Leak, Fire, or Accident), call **1-800-888-8372**.  
~~For questions regarding emergency medical treatment, you may contact 1-800-441-3637 for information.~~

**PRECAUTIONARY STATEMENTS**

**HAZARDS TO HUMANS AND DOMESTIC ANIMALS**

When used as directed, this product does not present a hazard to humans or domestic animals.

**Environmental Hazards**

Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other public waters unless in accordance with the requirements of a National Pollution Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage plant authority. For guidance contact your State Water Board or Regional Office of the EPA.

4/8

**Calteryx 35% Manufacturing Concentrate (100-1497)**

**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 an insecticide.

1. **Terrestrial Non-Food:** Golf course turf grass and ornamentals, athletic fields, recreational areas, sod/turf farms.
2. **Domestic Outdoor:** Landscape ornamentals and turf grass.
3. Uses for which USEPA has accepted the required data and/or citations of data that the formulator has submitted in support of registration;
4. Uses for experimental purposes that are in compliance with USEPA requirements.

Products formulated from this product will require registration with the Environmental Protection Agency.

## **STORAGE AND DISPOSAL**

Do not contaminate water, food or feed by storage or disposal.

### **Pesticide Storage**

Store in a well-ventilated place. Keep container tightly closed. Store in original container only. Store in a cool, dry place inaccessible to children.

### **Pesticide Disposal**

Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

### **Container Disposal**

FOR FIBER DRUMS: Non-refillable container. Do not reuse or refill this container. Completely empty liner by shaking and tapping sides and bottom to loosen particles. Empty residue in manufacturing equipment. Then offer fiber drum and liner for recycling, if available or dispose of empty fiber drum and liner in a sanitary landfill, or by incineration.

FOR PLASTIC FLEXIBLE BULK BAGS: Non-refillable container. Do not reuse or refill this container. Completely empty bag by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into manufacturing equipment. Then offer bag for recycling, if available or dispose of empty fiber drum and liner in a sanitary landfill, or by incineration.

**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, LLC 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 this 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 Liability, which may not be modified except by written agreement signed by a duly authorized representative of SYNGENTA.

**~~LIMITATION OF WARRANTY AND LIABILITY~~**

**~~NOTICE: READ THIS 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. DUPONT WARRANTS THAT THIS PRODUCT CONFORMS TO THE CHEMICAL DESCRIPTION ON THE LABEL THEREOF AND IS REASONABLY FIT FOR THE PURPOSE STATED IN THE DIRECTIONS UNDER NORMAL CONDITIONS. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, DUPONT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS OR OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, IN NO EVENT SHALL DUPONT OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT. BUYER'S OR USER'S BARGAINED-FOR EXPECTATION IS CROP PROTECTION. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER AND THE EXCLUSIVE LIABILITY OF DUPONT OR SELLER, FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY), WHETHER FROM FAILURE TO PERFORM OR INJURY TO CROPS OR OTHER PLANTS, AND 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 DUPONT OR SELLER, THE REPLACEMENT OF THE PRODUCT. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW THAT ALLOWS SUCH REQUIREMENT, BUYER AND ALL USERS SHALL PROMPTLY NOTIFY DUPONT OR A DUPONT AG RETAILER OF ANY CLAIMS, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE, OR BE BARRED FROM ANY REMEDY. THIS LIMITATION OF WARRANTY AND LIABILITY MAY NOT BE AMENDED BY ANY ORAL OR WRITTEN AGREEMENT.~~**

E. I. du Pont de Nemours and Company, 1007 Market Street, Wilmington, Delaware 19898 U.S.A.

Calteryx 35% Manufacturing Concentrate (100-1497)

8/8

Calteryx™ and the SYNGENTA logo are Trademarks of a Syngenta Group Company

©201\_ Syngenta

Manufactured for:  
Syngenta Crop Protection, LLC  
P.O. Box 18300  
Greensboro, North Carolina 27419-8300

000100-01497.2013.0430.CALTERYX-35PERCENT-MANUF-CONC-NOTIF-APR2013