



U.S. ENVIRONMENTAL PROTECTION AGENCY
 Office of Pesticide Programs
 Registration Division (H7505C)
 401 "M" St., S.W.
 Washington, D.C. 20460

EPA Reg. Number:
 228-512

Date of Issuance:
 NOV 22 2006

Term of Issuance: Conditional

Name of Pesticide Product:
 Imidacloprid 20 MC

NOTICE OF PESTICIDE:
 Registration
 Reregistration

(under FIFRA, as amended)

Name and Address of Registrant (include ZIP Code):

Mr. George Meindl
 Nufarm Americas, Inc.
 150 Harvester Drive Suite 200
 Burr Ridge, IL 60527

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/reregistered 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 conditionally registered in accordance with FIFRA sec. 3(c)(7)(A). Once a pesticide is registered, however, it is not regarded as permanently acceptable. Registration does not eliminate the need for continual reassessment of pesticides. If the Agency determines that, at any time, additional data are required to maintain in effect an existing registration, the Agency will require submission of such data under FIFRA section (3)(c)(2)(B).

1. Revise the EPA Registration Number to read, EPA Reg. No. "228-512".

Signature of Approving Official:

Dani Daniel
 Insecticide-Rodenticide Branch
 Registration Division (7505P)

Date:

NOV 22 2006

2. Replace your "Precautionary Statement" with the following:

Warning: "Causes substantial but temporary eye injury. Harmful if absorbed through skin. Harmful if swallowed. Avoid contact with skin, eyes or clothing. Do not get in eyes or on clothing. Wear protective eyewear (goggles, face shield, or safety glasses). Wash thoroughly with soap and water after handling and before eating, drinking chewing gum or using tobacco. Remove and wash contaminated clothing before reuse. Wear long sleeved shirt and long pants, socks, shoes, and chemical resistant gloves made of waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton".

3. Reorder the "First Aid Statement" as follows:

If in eyes:

- 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.
- Call a poison control center or doctor for treatment advice.

If on skin:

- 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:

- Call a poison control center or doctor immediately for treatment advice.
- Have person sip a glass of water if able to swallow.
- Do not induce vomiting unless told to by a poison control center or doctor.
- Do not give anything to an unconscious person.

4. Within eighteen months of the date of this registration, submit to the Agency the required one year storage stability study (830.6317) for the proposed product under warehouse conditions. The corrosion characteristics study (830.6320) may be carried out concurrently. It is recommended that observations be made at 0,3, 6, 9, and 12 months.

5. Submit two copies of your final printed label 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(a). Your release for shipment of the product constitute acceptance of these conditions.

6. Make the following change in the "Warranty" statement: Change the statement "To the extent allowed by law" to read "To the extent consistent with applicable law" every where it appears in the "Warranty" statement.

Also in paragraph two of the "Warranty Statement" add the statement "To the extent consistent with applicable law" before "Nufarm makes no warranties ..." the second sentence of the paragraph.

A stamped copy of the label is enclosed for your records. If you have any questions regarding this notice, please contact me at (703) 305-5409.

Enclosure

Imidacloprid 20 MC

FOR MANUFACTURING USE ONLY

| | | |
|--------------------------|--------------|--------|
| ACTIVE INGREDIENT: | | |
| Imidacloprid | | 20.0% |
| OTHER INGREDIENTS: | | 80.0% |
| | TOTAL: | 100.0% |

**KEEP OUT OF REACH OF CHILDREN
WARNING**

SEE SIDE PANELS FOR FIRST AID AND ADDITIONAL PRECAUTIONARY STATEMENTS

For Chemical Spill, Leak, Fire, or Exposure, Call CHEMTREC (800) 424-9300
For Medical Emergencies Only, Call (877) 325-1840

EPA REG. NO.
EPA EST. NO.

MANUFACTURED BY
NUFARM AMERICAS INC.
BURR RIDGE, IL 60527



NET CONTENTS GALS. (L)

**ACCEPTED
with COMMENTS
In EPA Letter Dated:
NOV 22 2006**

*Under the Federal Insecticide,
Fungicide, and Rodenticide Act,
as amended, for the pesticide
registered under EPA Reg. No.
228-312*

000000-00000.20060523.NUP3K05

**PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS
WARNING**

Harmful if swallowed and if absorbed through skin. Causes substantial but temporary eye injury. Do not get in eyes. Avoid contact with skin or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, or using tobacco. Wear coveralls over short-sleeved shirt and short pants, socks, shoes, protective eyewear such as goggles and chemical-resistant gloves. Remove contaminated clothing and wash clothing before reuse.

| FIRST AID | |
|---|---|
| IF SWALLOWED | <ul style="list-style-type: none"> • Immediately call a poison control center or doctor. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Have the person sip a glass of water if able to swallow. • Do not give anything by mouth to an unconscious person. |
| IF ON SKIN OR CLOTHING | <ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15 to 20 minutes. • Call a poison control center or doctor for treatment advice. |
| IF IN EYES | <ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water 15 to 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. |
| HOT LINE NUMBER | |
| Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-877-325-1840 for emergency medical treatment information. | |
| NOTE TO PHYSICIAN | |
| No specific antidote is available. Treat symptomatically. | |

ENVIRONMENTAL HAZARDS

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

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

| STORAGE AND DISPOSAL |
|---|
| <p>Do not contaminate water, food or feed by storage or disposal.</p> <p>PESTICIDE STORAGE: Store in original containers only. Store in a dry place and avoid excess heat. Carefully open containers. After partial use, replace lids and close tightly. Do not put concentrate or dilute material into food or drink containers. Do not contaminate other pesticides, fertilizers, water, food or feed by storage or disposal.</p> <p>In case of spill, avoid contact, isolate area and keep out animals and unprotected persons. Confine spills, Call Chemtrec at (800) 424-9300</p> <p>To confine spill: If liquid, dike surrounding area or absorb with sand, cat litter or commercial clay. If dry material, cover to prevent dispersal. Place damaged package in a holding container. Identify contents.</p> <p>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.</p> <p>CONTAINER DISPOSAL: Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other procedures approved by State and local authorities. Do not cut or weld metal containers.</p> <p>Returnable/Refillable Containers: Do not rinse container. Do not empty remaining formulated product. Do not break seals. Return intact to point of purchase.</p> |

FOR USE IN MANUFACTURING ONLY

This material requires further mixing before use. For formulation into end use products for the following uses: terrestrial non-food crop, residential and commercial outdoors, such as lawns, turfgrasses and ornamentals. The purchase of this product does not authorize you to use imidacloprid in a mixture with a fertilizer and an adhesive.

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 should be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Desirable plant injury, ineffectiveness, or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions beyond the control of Nufarm or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold Nufarm and Seller harmless for any claims relating to such factors.

Seller warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the Directions for Use when used in accordance with the directions under normal conditions of use. NUFARM MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SELECTION, PURCHASE OR USE OF THIS PRODUCT. Any warranties, express or implied, having been made are inapplicable if this product has been used contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to (or beyond the control of) seller or Nufarm, and buyer assumes the risk of any such use.

To the extent allowed by law, Nufarm or seller shall not be liable for any incidental, consequential or special damages resulting from the use or handling of this product. THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF NUFARM 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 NUFARM OR SELLER, THE REPLACEMENT OF PRODUCT.

This Conditions of Sale and Limitation of Warranty and Liability may not be amended by any oral or written agreement.

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