



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

August 25, 2023

Thomas Lennan
Senior Regulatory Affairs Specialist
McLaughlin Gormley King Company D/B/A MGK
7325 Aspen Lane North
Minneapolis, MN 55428

Subject: Label Amendment – Revising company information and Adding Alternate Brand Names
Product Name: FLYNEXX
EPA Registration Number: 1021-2843
Application Date: October 25, 2019
Decision Number: 560188

Dear Mr. Lennan:

The amended label referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, is acceptable. This approval does not affect any conditions that were previously imposed on this registration. You continue to be subject to existing conditions on your registration and any deadlines connected with them.

A stamped copy of your labeling is enclosed for your records. This labeling supersedes all previously accepted labeling. You must submit one copy of the final printed labeling before you release the product for shipment with the new labeling. In accordance with 40 CFR 152.130(c), you may distribute or sell this product under the previously approved labeling for 18 months from the date of this letter. After 18 months, you may only distribute or sell this product if it bears this new revised labeling or subsequently approved labeling. “To distribute or sell” is defined under FIFRA section 2(gg) and its implementing regulation at 40 CFR 152.3.

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.

Your release for shipment of the product constitutes acceptance of these conditions. If these conditions are not complied with, the registration will be subject to cancellation in accordance

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with FIFRA section 6. If you have any questions, please contact David Gardner by phone at (202) 566-2677, or via email at gardner.david@epa.gov.

Sincerely,

A handwritten signature in cursive script that reads "Tamica Cain".

Tamica Cain, Product Manager 10
Invertebrate & Vertebrate Branch 2
Registration Division (7505T)

Enclosure

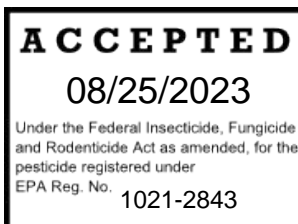
FLYNEXX®

[ABN's: CYROMAZINE TECH; CYROMAZINE TECHNICAL; CYROMAZINE MUP]

- For Use Only in the Formulation of End-Use Products Used for Fly Control
- As an Additive to Poultry or Horse Feed for Fly Control in Manure, as an Additive to Mushroom Compost
- Layer and Breeder Chicken, Cattle, and Hog Operations, and Horse Barns

ACTIVE INGREDIENT:

Cyromazine (N-Cyclopropyl-1,3,5-triazine-2,4 ,6-triamine; CAS #662 15-27-8)	99.8%
OTHER INGREDIENTS:	0.2%
TOTAL:	100.00%



MGK® and Flynexx® are registered trademarks of McLaughlin Gormley King Company.

KEEP OUT OF REACH OF CHILDREN CAUTION

See back for First Aid and Precautionary Statements

FIRST AID	
IF SWALLOWED:	<ul style="list-style-type: none"> • 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 do so by the poison control center or doctor. • 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 15-20 minutes. • Call a poison control center or doctor for treatment advice.
IF INHALED:	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, and then give artificial respiration, preferably mouth-to-mouth, if possible. • 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 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.
HOTLINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For information on this product (including health concerns, medical emergencies or pesticide incidents), you may call 1-888-740-8712.	

Manufactured for:



7325 Aspen Lane North
Minneapolis, MN 55428

EPA Reg. No. 1021-2843

EPA Est. No. 1021-MN-2

NET WEIGHT: _____

Batch Code _____

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Harmful if swallowed; avoid contact with skin or clothing. Avoid breathing dust.. Wear long-sleeved shirt and long pants, socks, shoes and gloves. Remove and wash contaminated clothing before reuse. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet.

ENVIRONMENTAL HAZARDS

Do not discharge this product or effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the 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 to 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.**

This pesticide active ingredient may be used only for formulation of manufacturing-use or end-use pesticide products registered by the EPA.

End-use products are only for the following:

- Layer and breeder chicken operations
- Cattle operations
- Hog operations
- Horse barns
- Additive to poultry or horse feed
- Additive to mushroom compost

The types of commodities affected by use of an end-use insect growth regulator formulated from this product include animal commodities, mushrooms, and agricultural crops (from use of manure as fertilizer). The formulated end-use products can be used at the following sites: domestic food animals and their man-made facilities, mushroom compost.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Always store pesticides in the original container. Store in a cool, dry place, not under wet conditions. Avoid direct sunlight and temperatures exceeding 95°F (35°C). Keep container closed when not in use.

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

CONTAINER HANDLING: Non-refillable container. Do not reuse or refill this container. Completely empty container including any 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 incineration or, if allowed by state and local authorities, by burning. If burned stay out of smoke. If drum is contaminated and cannot be reused, dispose of in the same manner as the liner.

Optional Warranty statements:

DISCLAIMER, RISKS OF USING THIS PRODUCT, LIMITED WARRANTY AND LIMITATION OF LIABILITY

IMPORTANT: Read the entire Label including this Disclaimer, Risks of Using this Product, Limited Warranty, and Limitation of Liability before using this product. If the terms are not acceptable THEN DO NOT USE THE PRODUCT.

RISKS OF USING THIS PRODUCT The Buyer and User (referred to collectively herein as "Buyer") of this product should be aware that there are inherent unintended risks associated with the use of this product which are impossible to eliminate. These risks include, but are not limited to lack of control of the target pests, resistance of the target pest to this product, injury caused by drift. Such risks of non-performance, resistance or other unintended consequences are unavoidable and may result because of such factors as presence of other materials either applied in the tank mix with this product or prior to application of this product, cultural practices or the manner of use or application, (or a combination of such factors) all of which are factors beyond the control of MGK. The Buyer should be aware that these inherent unintended risks may impact the effectiveness of this product. If the Buyer chooses not to accept these risks, THEN THIS PRODUCT SHOULD NOT BE APPLIED. By applying this product Buyer acknowledges and accepts these inherent unintended risks AND TO THE EXTENT CONSISTENT WITH APPLICABLE LAW. AGREES THAT ALL SUCH RISKS ASSOCIATED WITH THE APPLICATION AND USE ARE ASSUMED BY THE BUYER. To the extent consistent with applicable law, MGK shall not be responsible for losses or damages (including, but not limited to incidental, consequential or special damages that may be claimed) resulting from use of this product in any manner not set forth on the label. To the extent consistent with applicable law, buyer assumes all risks associated with the use of this product in any manner or under conditions not specifically directed or approved on the label.

LIMITED WARRANTY warrants only that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the label, under average use conditions, when used strictly in accordance with the label and subject to the Risks of Using This Product as described above. To the extent consistent with applicable law AND AS SET FORTH ABOVE, MGK MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. No agent or representative of MGK or Seller is authorized to make or create any other express or implied warranty.

LIMITATION OF LIABILITY To the extent consistent with applicable law, MGK or Seller is not liable for any incidental, consequential, indirect or special damages resulting from the use or handling of this product. The limitation includes, but is not limited to increased finance charges or altered finance ratings, emotional or mental distress and/or exemplary damages. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE BUYER, AND THE EXCLUSIVE MAXIMUM LIABILITY OF MGK OR 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 THIS PRODUCT OR, AT THE ELECTION OF MGK OR SELLER, THE REPLACEMENT OF THE PRODUCT.

PROMPT NOTICE OF CLAIM To the extent consistent with applicable law allowing such requirements MGK must be provided Product Name/Label Number/Page # notice as soon as Buyer has reason to believe it may have a claim, but in no event later than twenty-one days from date of application, so that an immediate inspection of the affected property can be made. To the extent consistent with applicable law if Buyer does not notify MGK of any claims, in such period, it shall be barred from obtaining any remedy.

NO AMENDMENTS MGK and Seller offer this product, and Buyer accepts it, subject to the foregoing Disclaimer, Risks of Using This Product, Limited Warranty and Limitation of Liability, which may not be modified by any oral or written agreement.

[Or alternate text below]

[IMPORTANT: READ BEFORE USE

Read the entire Directions for Use, Conditions, Disclaimer of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

By using this product, user or buyer accepts the following conditions, disclaimer of warranties and limitations of liability.

CONDITIONS: The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of MGK. To the extent consistent with applicable law, all such risks shall be assumed by the user or buyer.

DISCLAIMER OF WARRANTIES: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, MGK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of MGK is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. To the extent consistent with applicable law, MGK disclaims any liability whatsoever for special, incidental or consequential damages resulting from the use or handling of this product.

LIMITATIONS OF LIABILITY: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID, OR AT MGK'S ELECTION, THE REPLACEMENT OF PRODUCT.]

[Or alternate text below]

[Note [Notice]: Seller warrants that this product complies with the specifications expressed in this label. To the extent consistent with applicable law, seller makes no other warranties, and disclaims all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for the intended purpose. To the extent consistent with applicable law, seller's liability or default, breach or failure under this label shall be limited to the amount of the purchase price. To the extent consistent with applicable law, seller shall have no liability for consequential damages.]

[Or alternate text below]

[Notice: To the extent consistent with applicable law, buyer assumes all responsibility for safety and use not in accordance with directions.]

[Or alternate text below]

[NOTICE TO USER

To the extent consistent with applicable law, seller makes no warranty, express or implied, of merchantability, fitness or otherwise concerning the use of this product other than as indicated on the label. To the extent consistent with applicable law, user assumes all risks of use, storage or handling not in strict accordance with accompanying directions.]