

### OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

WASHINGTON, D.C. 20460

November 28, 2023

Ann Tillman Authorized Agent for Loveland Products, Inc. c/o Pyxis Regulatory Consulting, Inc 4110 136<sup>th</sup> St. Ct NW Gig Harbor, WA 98332

 Subject: Pesticide Registration Improvement Act (PRIA) Labeling Amendment – Addition of Food Crop Uses for Corn, Lettuce and Tomato
Product Name: SALICYLIC ACID TECHNICAL
EPA Registration Number: 34704-1057
EPA Receipt Date: 06/23/2020
Action Case Number: 00133526

Dear Ms. Tillman:

The amended labeling referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, is acceptable under FIFRA section 3(c)(5).

You must submit and/or cite all data required for registration or registration review of your product when the U.S. Environmental Protection Agency (EPA) requires all registrants of similar products to submit such data.

A stamped copy of your labeling is enclosed for your records. This labeling supersedes all previously accepted labeling. You must submit one (1) copy of the final printed labeling before you release this 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 your company's website on your label, then please be aware that the website becomes labeling under FIFRA and is subject to review by the EPA. If the website is false or misleading, the product will be considered to be misbranded and sale or distribution of the product is unlawful under FIFRA section 12(a)(1)(E). 40 CFR § 156.10(a)(5) lists examples of statements the 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 EPA find or if it is brought to our attention that a website contains statements or claims substantially differing from statements or Page 2 of 2 EPA Reg. No. 34704-1057 Action Case No. 00133526

claims made in connection with obtaining a FIFRA section 3 registration, the website will be referred to the EPA's Office of Enforcement and Compliance Assurance.

Your release for shipment of this product constitutes acceptance of these terms. If these terms are not complied with, this registration will be subject to cancellation in accordance with FIFRA section 6.

If you have any questions, please contact Gina Burnett via email at <u>burnett.gina@epa.gov</u>.

Sincerely,

andrew Engelow

Andrew Bryceland, Team Leader Biochemical Pesticides Branch Biopesticides and Pollution Prevention Division (7511M) Office of Pesticide Programs

Enclosure

# SALICYLIC ACID TECHNICAL

FOR MANUFACTURING USE ONLY

#### 

## KEEP OUT OF REACH OF CHILDREN CAUTION

FIRST AID	
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 eye.
	• Call a poison control center or doctor for treatment advice.
If on skin or	• Take off contaminated clothing.
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 do so by a poison control center or doctor.
	• Do not give anything by mouth to an unconscious person.
If inhaled:	Move person to fresh air.
	• If person is not breathing, call 911 or an ambulance, then give artificial
	respiration, preferably by mouth-to-mouth if possible.
	• Call a poison control center or doctor for further 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 1-866-944-8565 for emergency medical treatment information.

EPA Reg. No. 34704-1057

Manufactured for: Loveland Products, Inc. P.O. Box 1286 Greeley, CO 80632-1286

Net Weight: 55 lb. (25 kg)



EPA Est. No.

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

34704-1057

**Batch No.:** 

#### PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS

**CAUTION.** Causes moderate eye irritation. Harmful if absorbed through skin or if swallowed. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing before reuse.

#### ENVIRONMENTAL HAZARDS

Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the 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 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. Only for formulation into plant growth regulator end-use products with the following uses:

(1) Terrestrial food crops: Corn, Lettuce, Tomato

(2) Terrestrial non-food crops Alfalfa, Clover and Vetch (grown for seed); Seed Treatments (Barley, Millet, Oats, Rye, Sorghum, Triticale, Bean (Lima) and Peas, Beans (Snap & Dry, Cowpeas), Broccoli, Brussels Sprouts, Cabbage, Cauliflower, Collards, Kale, Kohlrabi, Mustard, Turnip, Beet (Garden), Sweet Chard, Canola, Cantaloupe, Cucumber, Pumpkin, Squash, Watermelon, Carrot, Endive, Lettuce, Pepper, Radish, Spinach, Corn (Field), Corn (Sweet), Eggplants, Cotton (Acid Delinted, Re-ginned, and Fuzzy), Flax, Grasses, Onion, Ornamental Flower Seed, Peanuts, Rice, Safflower, Sunflower, Small Seed Legumes, Soybeans, Sugar Beets, Tomato, Wheat, other vegetable seeds)

(3) uses for which USEPA has accepted the required data and/or citations of data that the formulator has submitted in support of registration; and

(4) uses for experimental purposes that are in compliance with USEPA.

Each formulator is responsible for obtaining EPA registration of his end-use product.

## **STORAGE AND DISPOSAL**

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

**PESTICIDE STORAGE:** Store in original container only.

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

#### **CONTAINER DISPOSAL:**

**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 in a sanitary landfill. If drum is contaminated and cannot be reused, dispose of it in the manner required for its liner.

For help with any spill, leak, fire or exposure involving this material, call day or night CHEMTREC: 1-800-424-9300.

#### WARRANTY AND DISCLAIMER STATEMENT

**BEFORE BUYING OR USING THIS PRODUCT,** read the entire Directions for Use and the following conditions of sale and limitation of warranty and liability. By buying or using this product, the buyer or user

accepts the following conditions of sale and limitation of warranty and liability, which no employee or agent of LOVELAND PRODUCTS, INC. or the seller is authorized to vary in any way.

Follow the Directions for Use of this product carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop or other plant injury, ineffectiveness, or other unintended consequences may result from such risks as weather or crop conditions, mixture with other chemicals not specifically identified in this product's label, or use of this product contrary to the label instructions, all of which are beyond the control of LOVELAND PRODUCTS, INC. and the seller. The buyer or user of this product assumes all such inherent risks.

Subject to the foregoing inherent risks, LOVELAND PRODUCTS, INC. 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 when the product is used in strict accordance with such Directions for Use under normal conditions of use. EXCEPT AS WARRANTED IN THIS LABEL AND TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THIS PRODUCT IS SOLD "AS IS," AND LOVELAND PRODUCTS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ELIGIBILITY OF THIS PRODUCT FOR ANY PARTICULAR TRADE USAGE.

IN THE UNLIKELY EVENT THAT BUYER OR USER BELIEVES THAT LOVELAND PRODUCTS, INC. HAS BREACHED A WARRANTY CONTAINED IN THIS LABEL AND TO THE EXTENT REQUIRED BY APPLICABLE LAW, BUYER OR USER MUST SEND WRITTEN NOTICE OF ITS CLAIM TO THE FOLLOWING ADDRESS: LOVELAND PRODUCTS, INC., ATTENTION: LAW DEPARTMENT, PO BOX 1286, GREELEY, CO 80632.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE BUYER'S OR USER'S EXCLUSIVE REMEDY FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM THE HANDLING OR USE OF THIS PRODUCT, INCLUDING BUT NOT LIMITED TO CLAIMS OF BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORTS, SHALL BE LIMITED TO ONE OF THE FOLLOWING, AT THE ELECTION OF LOVELAND PRODUCTS, INC. OR THE SELLER: DIRECT DAMAGES NOT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT OR REPLACEMENT OF THE PRODUCT. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, LOVELAND PRODUCTS, INC. AND THE SELLER SHALL NOT BE LIABLE TO THE BUYER OR USER OF THIS PRODUCT FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, OR DAMAGES IN THE NATURE OF A PENALTY.

[EPA approval date]