

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

May 4, 2016

Morris Gaskins Registrations Manager Albaugh LLC P.O. Box 2127 Valdosta, GA 31604

Subject: Label Amendment – Adding additional Roundup Ready Crops

Product Name: Albaugh Technical Glyphosate Acid

EPA Registration Number: 42750-56 Application Date: April 1, 2016 Decision Number: 516072

Dear Mr. Gaskins:

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.

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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 with FIFRA section 6. If you have any questions, please contact Shanta Adeeb by phone at 703-347-0502, or via email at adeeb.shanta@epa.gov.

Sincerely,

Reuben Baris, Product Manager 25

Herbicide Branch

Registration Division (7505P)

Office of Pesticide Programs

Enclosure

ALBAUGH TECHNICAL GLYPHOSATE ACID FOR MANUFACTURING USE ONLY

FORMULATORS WHO USE THIS PRODUCT ARE RESPONSIBLE FOR OBTAINING EPA REGISTRATION FOR THEIR FORMULATED PRODUCTS

	DIENT: cine, N-(phosphonomethyl)-) IENTS:			
		TOTAL	100.0%	
	KEEP OUT OF REACH OF CHILDREN			
	CAUTION			
	FIRST AID			
IF IN EYES:	 Hold eye open and rinse slowly and gently with w Remove contact lenses, if present, after the first eye. Call a poison control center or doctor for treatmer 	ent, after the first 5 minutes, then continue rinsing		
IF SWALLOWED:	 Call poison control center or doctor immediately for Have person sip a glass of water if able to swallow 	ctor immediately for treatment advice. r if able to swallow. old to do so by the poison control center or doctor.		
	HOT LINE NUMBER			
	ct container or label with you when calling a poison co may also contact 1-800-424-9300 for emergency medic			
Probable mucosa	NOTE TO PHYSICIAN al damage may contraindicate the use of gastric lavage			
EPA Reg. No. 42	2750-56	EPA Est. No.		
NET WEIGHT: _				

Manufactured for: Albaugh, Inc. Ankeny, IA 50021

FOR CHEMICAL SPILL, LEAK, FIRE, OR EXPOSURE CALL CHEMTREC (800) 424-9300

ACCEPTED

05/04/2016

Under the Federal Insecticide, Fungicide and Rodenticide Act as amended, for the pesticide registered under

EPA Reg. No. 42750-56

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Causes moderate eye irritation. Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling.

ENVIRONMENTAL HAZARDS

Keep out of lakes, streams, or ponds. Do not contaminate water by the cleaning of equipment or disposal of wastes. 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.

The active ingredient in this product is a non-selective broad-spectrum herbicide. Do not handle or use in a manner that can result in accidental contact with desirable vegetation.

DIRECTIONS FOR USE

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

This technical material may only be used to produce formulations that are registered or exempted from registration by the U.S. EPA. The user is solely responsible for determination of suitability of the use of this product for any specific purpose, any manufacturing practice employed, and adoption of such safety precautions as may be necessary.

For formulation into herbicide end-use product intended for use on:

CEREAL AND GRAIN CROPS – Barley, Buckwheat, Millet (pearl, proso), Oats, Rice, Rye, Quinoa, Teff, Teosinte, Triticale, Wheat (all types), Wild rice.

ROW CROPS (including) -

Corn (Field, Seed, Silage, Sweet and Popcorn), Cotton, Soybeans, Sugarcane, Grain sorghum (Milo)

OIL SEED CROPS -

Borage, Buffalo gourd (seed), Canola, Crambe, Flax, Jojoba, Lesquerella, Meadowfoam, Mustard (seed), Rape, Safflower, Sesame, Sunflower.

TREE FRUIT CROPS -

Including general weed control, middles (between rows of trees), strips (in row of trees), selective equipment (except kiwi), perennial grass suppression.

Citrus Fruit – Calamondin, Chironja, Citron, citrus Hybrids, Grapefruit, Kumquat, Lemon, Lime, Mandarin (tangerine), Orange (all), Pummelo, Satsuma Mandarin, Tangelo (ugh), Tangor.

Pome Fruit – Apple, Crabapple, Loquat, Mayhaw, Pear (including oriental pear), Quince.

Stone Fruit – Apricot, Cherry (sweet, tart), Nectarine, Olive, Peach, Plum/Prune (all varieties), Plumcot.

Tropical and Subtropical Trees and Fruits – Ambarella, Atemoya, Avocado, Banana, Barbados cherry (acerola), Biriba, Blimbe, Breadfruit, Cacao (cocoa) bean, Canistel, Carambola (starfruit), Cherimoya, Coffee, Custard apple, Dates, Durian, Feijoa, Figs, Governor's plum, Guava, Ilama, Imbe, Imbu, Jaboticaba, Jackfruit, Longan, Lychee, Mamey apple, Mango, Mangosteen, Marmaladebox (genie), Mountain papaya, Papaya, Pawpaw, Plantain, Persimmon, Pomegranate, Pulasan, Rambutan, Rose apple, Sapodilla, Sapote (black, mamey, white), Spanish lime, Soursop, Star apple, Sugar apple, Surinam cherry, Tamarind, Tea, Ti (roots and leaves), Wax jambe.

Miscellaneous Tree Food Crops - Cactus (fruit and pads), Palm (heart, leaves), Palm (oil).

TREE NUT CROPS -

Almond, Beechnut, Betelnut, Brazil nut, Butternut, Cashew, Chestnut, Chinquapin, Coconut, Filbert (hazelnut), Hickory nut, Macadamia, Pecan, Pine nut, Pistachio, Walnut (black, English)

CUT STUMP (tree crops) -

Citrus Trees: Calamondin, Chironja, Citron, Citrus hybrids, Grapefruit, Kumquat, Lemon, Lime, Mandarin (Tangerine), Orange (all), Pummelo, Tangelo (Ugli), Tangor.

Fruit Trees: Apple, Apricot, Cherry (sweet, sour), Crabapple, Loquat, Mayhaw, Nectarine, Olive, Peach, Pear, Plum/Prune (all), Quince.

Nut Trees: Almond, Beechnut, Brazil nut, Butternut, Cashew, Chestnut, Chinquapin, Filbert (hazelnut), Hickory Nut, Macadamia, Pecan, Pistachio, Walnut (black, English).

VINE CROPS -

Grapes (raisin, table, wine), Hops, Kiwi, Passion fruit.

HERBS AND SPICES -

Allspice, Angelica, Star anise, Annatto (seed), Balm, Basil, Borage, Burnet, Camomile, Caper buds, Caraway, Black caraway, Cardamom, Cassia bark, Cassia buds, Catnip, Celery seed, Chervil (dried), Chive, Chinese chive, Cinnamon, Clary, Clove buds, Coriander leaf (cilantro or Chinese parsley), Coriander seed (cilantro), Costmary, Cilantro (leaf), Cilantro (seed), Cumin, Curry (leaf), Dill (seed), Epazote, Fennel seed (common and Florence), Fenugreek, White ginger flower, Grains of Paradise, Horehound, Hyssop, Juniper berry, Lavender, Lemongrass, Lovage (leaf and seed), Mace, Marigold, Marjoram (including oregano), Mexican oregano, Mioga flower, Mustard (seed), Nasturtium, Nutmeg, Parsley (dried), Pennyroyal, Pepper (black and white), Pepper leaves, Peppermint, Perilla, Poppy (seed), Rosemary, Rue, Saffron, Sage, Savory (summer and winter), Spearmint, Stevia leaves, Sweet bay, Tansy, Tarragon, Thyme, Vanilla, Wintergreen, Woodruff, Wormwood.

BERRY CROPS -

Blackberry (including bingleberry, black satin berry, boysenberry, Cherokee blackberry, chesterberry, Cheyenne blackberry, coryberry, darrowberry, dewberry, Dirksen thornless berry, Himalayaberry, hullberry, juneberry, lavacaberry, lowberry, lucretiaberry, marionberry, nectarberry, olallieberry, Oregon evergreen berry, phenomenalberry, rangeberry, ravenberry, rossberry, Shawnee blackberry, and youngberry), Blueberry, Cranberry, Currant, Elderberry, Gooseberry, Huckleberry, Loganberry, Raspberry (black, red), Salal.

VEGETABLE CROPS -

Fruiting Vegetables – Eggplant, Groundcherry (Physalis spp), Pepino, Pepper (includes bell pepper, chili pepper, cooking pepper, pimento, sweet pepper), Tomatillo, Tomato.

Cucurbit Vegetables – Chayote (fruit), Chinese waxgourd (Chinese preserving melon), Citron melon, Cucumber, Gherkin, Edible gourd (includes hyotan, cucuzza, hechima, Chinese okra), Melons (all),

<u>Momordica spp</u> (includes balsam apple, balsam pear, bittermelon, Chinese cucumber), Muskmelon (includes cantaloupe, casaba, Crenshaw melon, golden pershaw melon, honeydew melon, honey ball melon, mango melon, Persian melon, pineapple melon, Santa Claus melon, snake melon), Pumpkin, Summer squash (includes crookneck squash, scallop squash, straightneck squash, vegetable marrow, zucchini), Winter squash (includes butternut squash, calabaza, hubbard squash, acorn squash, spaghetti squash), Watermelon.

Root & Tuber Vegetables: Arracacha, Arrowroot, Chinese artichoke, Jerusalem artichoke, Beet (garden), Burdock, Canna, Carrot, Cassava (bitter and sweet), Celeriac, Chayote (root), Chervil (turnip-rooted), Chicory, Chufa, Dasheen (taro), Galangal, Ginger, Ginsing (non-bearing), Horseradish, Leren, Kava (turnip-rooted), Parsley (turnip rooted), Parsnip, Potato, Radish, Oriental radish, Rutabaga, Salsify, Black salsify, Spanish salsify, Skirret, Sweet potato, Tanier, Turmeric, Turnip, Wasabi, Yacon, Yam bean, True yam.

Bulb Vegetables – Garlic, Great-headed garlic, Leek, Onion (dry bulb and green), Welsh onion, Shallot.

Leafy Vegetables – Amaranth (Chinese spinach), Arugula Croquette, Beet greens, Cardoon, Celery, Chinese celery, Celtuce, Chaya, Chervil, Edible-leaved chrysanthemum, Garland chrysanthemum, Corn salad, Cress (garden and upland), Dandelion, Dock (sorrel), Dokudami, Endive (escarole), Florence fennel, Gow kee, Lettuce (head and leaf), Orach, Parsley, Purslane (garden and winter), Radicchio (red chicory), Rhubarb, Spinach, New Zealand spinach, Vine spinach, Swiss chard, Watercress (upland), Water spinach.

Brassica Vegetables – Broccoli, Chinese broccoli (gai lon), Broccoli raab (rapini), Brussels sprouts, Cabbage, Chinese cabbage (bok choy), Chinese cabbage (napa), Chinese mustard cabbage (gai choy), Cauliflower, Cavalo broccoli, Collards, Kale, Kohlrabi, Mizuna, Mustard greens, Mustard spinach, Rape greens.

Legume Vegetables (Succulent or Dried) – Bean (<u>Lupinus</u>: includes grain lupin, sweet lupin, white lupin, and white lupin), Bean (<u>Phaseolus</u>: includes field bean, kidney bean, lima bean, navy bean, pinto bean, runner bean, snap bean, tepary bean, wax bean), Bean (<u>Vigna</u>: includes adzuki bean, asparagus bean, blackeyed pea, catjang, Chinese longbean, cowpea, Crowder pea, moth bean, mung bean, rice bean, southern pea, urd bean, yardlong bean), Broad bean (fava), Chickpea (garbanzo), Guar, Jackbean, Lablab bean, Lentil, Chickpea, Pea (Pisum: includes dwarf pea, edible-podded pea, English pea, Field pea, garden pea, green pea, snowpea, sugar snap pea), Pigeon pea, Soybean (immature seed), Sword bean.

MISCELLANEOUS CROPS -

Aloe vera, Asparagus, Bamboo shoots, Globe artichoke, Okra, Peanut (ground nut), Pineapple, Strawberry, Sugar beet.

PASTURE GRASSES, FORAGE LEGUMES AND RANGELANDS

Alfalfa, Clover, and Other Forage Legumes – Alfalfa, Clover, Kenaf, Kudzu, Lespedeza, Leucaena, Lupin, Sainfoin, Trefoil, Velvet bean, Vetch (all types).

GRASS SEED OR SOD PRODUCTION -

Any grass (Gramineae family) except Corn, Sorghum, Sugarcane and those listed in the "CEREAL AND GRAIN CROPS" section of this label.

ROUNDUP READY CROPS -

Field Corn Hybrids with Roundup Ready 2 Technology, Roundup Hybridization System (RHS) Corn, Roundup Ready Alfalfa, Roundup Ready Canola (Spring), Roundup Ready Canola (Fall), Roundup Ready Canola (Winter), Roundup Ready Corn, Roundup Ready Corn, Roundup Ready Corn, Roundup Ready Soybeans, Roundup Ready 2 Yield Soybean, Roundup Ready Sugar Beet,

Roundup Ready Sweet Corn, Sweet Corn Hybrids with Roundup Ready 2 Technology, Truflex Roundup Ready Canola

FORESTRY USE AND CHRISTMAS TREES -

Pine, Poplar, Eucalyptus, Christmas trees. Site preparation & release programs

TURE AND ORNAMENTAL SITES -

Residential, Ornamentals, Directed sprays to the floor of ornamental nurseries, turfgrasses and grasses for seed production, Site preparation, Recreational & Public areas.

NON-CROP AREAS AND INDUSTRIAL SITES -

Aquatic & wetland sites, Airports/landing fields, apartment complexes, commercial sites, Conservation Reserve Program (CRP) areas, ditch banks, driveways, dry ditches, dry canals, fallow ground, fencerows, gold courses, greenhouses, highways/roadsides, industrial sites, landscape areas, lumber yards, manufacturing sites, municipal sites, natural areas, office complexes, paved areas, parks, parking areas, pastures, petroleum tank farms and pumping installations, plant nurseries, public areas, railroads, rangeland, rights-of-way, roadsides, shadehouses, sod or turf seed farms, storage areas, sport complexes, substations, utility sites, warehouse areas, and wildlife management areas.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in original container only. Do not store near heat or open flame. In case of spill or leak, sweep up and dispose of waste.

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

CONTAINER DISPOSAL: Non-refillable 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. If not emptied in this manner, the liner may be considered an acute hazardous waste and disposed in accordance with local, state and federal regulations.

When completely empty, 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 or other outer container is contaminated and cannot be reused, dispose of in the manner required for its liner.

CONDITIONS OF SALE AND WARRANTY

The DIRECTIONS FOR USE of this product reflect the opinion of experts based on field use and tests. The directions are believed to be reliable and should be followed carefully. However, it is impossible to eliminate all risks inherently associated with use of this product. Crop injury, 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 ALBAUGH, INC. or the Seller. All such risks shall be assumed by the Buyer.

ALBAUGH, INC. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the Directions for Use subject to the inherent risks referred

to above. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ALBAUGH, INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO, AND THE BUYER SHALL BE SOLELY RESPONSIBLE FOR, ANY AND ALL LOSS OR DAMAGE WHICH RESULTS FROM THE USE OF THIS PRODUCT IN ANY MANNER WHICH IS INCONSISTENT WITH THE LABEL DIRECTIONS.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BUYER'S EXCLUSIVE REMEDY AND MANUFACTURER'S OR SELLER'S EXCLUSIVE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, OR INJURIES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER OR NOT BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, SHALL BE LIMITED, AT THE MANUFACTURER'S OPTION, TO REPLACEMENT OF OR THE REPAYMENT OF THE PURCHASE PRICE FOR THE QUANTITY OF PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. When Buyer suffers losses or damages resulting from the use or handling of this product (including claims based on contract, negligence, strict liability, or other legal theories), Buyer must promptly notify Seller in writing of any claims to be eligible to receive either remedy stated above. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, IN NO CASE SHALL ALBAUGH, INC. OR THE SELLER BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT. ALBAUGH, INC. and the Seller offer this product, and the Buyer accepts it, subject to the foregoing Conditions of Sale and Warranty, which may be varied only by agreement in writing signed by a duly authorized representative of ALBAUGH, INC. No employee or agent of ALBAUGH, INC. or the Seller is authorized to vary or exceed the terms of this Warranty in any other manner.

DISCLAIMER AND INDEMNITY FOR FORMULATORS' USES

The manufacturer expressly disclaims all liability for claims and actions (whether based on contract, tort, strict liability, or breach of warranty) arising out of, resulting from or connected with a formulation containing this product when used for any purpose other than those uses set forth in the Directions for Use. The manufacturer has not developed scientific data to support, nor has it explicitly or implicitly approved, any uses other than those in the Directions for Use.

Any formulator or buyer who uses this product in formulations for any other than those stated in the Directions for Use above assumes all liability for claims and actions arising out of, connected with or resulting from such use and agrees by so using this product to indemnify and hold harmless the manufacturer from such claims and actions.

This Disclaimer and Indemnity is in addition to, not in lieu of, the above Conditions of Sale and Warranty.