



42750-58

12/20/2000

1/4

 <p style="text-align: center;">U.S. ENVIRONMENTAL PROTECTION AGENCY Office of Pesticide Programs Registration Division (7505C) 401 "M" St., S.W. Washington, D.C. 20460</p> <p style="text-align: center;">NOTICE OF PESTICIDE: <u> X </u> Registration <u> </u> Reregistration</p> <p>(under FIFRA, as amended)</p>	EPA Reg. Number: 42750-58	Date of Issuance: DEC 20 2000
	Term of Issuance: Conditional	
	Name of Pesticide Product: Glyphosate 62%	
Name and Address of Registrant (include ZIP Code): Ms. Janelle Whitehouse Albaugh, Inc. 11324 17th Ave. Ct. N.W. Gig Harbor, WA 98332		
<p>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.</p> <p>On the basis of information furnished by the registrant, the above named pesticide is hereby registered under the Federal Insecticide, Fungicide and Rodenticide Act.</p> <p>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.</p> <p style="text-align: center;">This product is conditionally registered in accordance with FIFRA sec. 3(c)(7)(A) provided that you:</p> <p style="text-align: center;">Submit and/or cite all data required for registration of your product under FIFRA sec. 3(c)(5) when the Agency requires all registrants of similar products to submit such data; and submit acceptable responses required for reregistration of your product</p> <p style="text-align: center;">If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA sec. 6(e). Your release for shipment of the product constitutes acceptance of these conditions.</p> <p style="text-align: center;">The Confidential Statement of Formula (CSF) dated 12/19/2000 is acceptable and has been added to our records. The CSF formulation cited above is the only approved CSF for this product.</p> <p style="text-align: center;">A stamped copy of the label is enclosed for your records.</p>		
Signature of Approving Official: 		Date: DEC 20 2000

2/4

ACCEPTED
DEC 20 2000
Under the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, for the pesticide registered under EPA Reg. No. 42750-58

Albaugh Glyphosate 62%

FOR MANUFACTURING PURPOSES ONLY

ACTIVE INGREDIENT:

Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt 62.0%

OTHER INGREDIENTS:..... 38.0%

TOTAL 100.0%

EPA Reg. No. 42750-LI

EPA Est. No.

KEEP OUT OF REACH OF CHILDREN

CAUTION

PRECAUTIONARY STATEMENTS

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.

PHYSICAL OR CHEMICAL HAZARDS

Solutions of this product should be mixed, stored and applied only in stainless steel, aluminum, fiberglass, plastic and plastic-lined containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR TANKS. This product or solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

In case of: SPILL or LEAK, soak up and remove to a landfill.

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

Manufactured by:
Albaugh, Inc.
121 NE 18th Street
Ankeny, IA 50021

NET CONTENTS
_____ GALS.

STORAGE AND DISPOSAL

Do not contaminate water, foodstuffs, feed or seed by storage or disposal.

STORAGE: STORE ABOVE 32°F (0°C) TO KEEP FROM CRYSTALLIZING. Crystals will settle to the bottom. If allowed to crystallize, warm to 68°F (20°C) and mix well or recirculate to redissolve before using.

DISPOSAL: Wastes resulting from the use of this product that cannot be used or chemically reprocessed should be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state or local procedures. Empty containers retain vapor and product residue. Observe all labeled safeguards until container is cleaned, reconditioned, or destroyed. Triple rinse emptied bulk container. Then offer for recycling or reconditioning, or dispose of in a manner approved by local authorities.

DIRECTIONS FOR USE

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

This product may be reformulated or repackaged only into a herbicide for use in industrial, turf, and ornamental sites; residential sites; or some or all of the following cropping systems: vegetables, citrus, pome fruits, stone fruits, small fruits and berries, tree nuts, cereal grains, animal grasses and forages, tropical fruits, asparagus, avocado, banana, cotton, cranberry, fig, grapes, kiwi, mango, okra, papaya, peanut, persimmon, pineapple, sugarcane and watercress.

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. 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. **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, WARNINGS OR CAUTIONS.**

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. **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.