

42750-78

5-16-2005

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

MAY 16 2005

NOTICE OF PESTICIDE: X Registration
EPA Reg. Number: 42750-78
Term of Issuance: Conditional
Name of Pesticide Product: Picloram Acid Technical

Albaugh, Inc.
121 NE 18th St.
Ankeny, IA 50021

This product is conditionally registered in accordance with FIFRA Section 3(c)(7)(A) provided that you:

1. Submit and/or cite all data required for registration/ reregistration of your product under FIFRA when the Agency requires all registrants of similar products to submit such data; and submit acceptable responses required for reregistration of your product under FIFRA.
2. Within 18 months of the date of this registration, submit one-year storage stability and corrosion characteristics studies for review and acceptance.
3. Add on the front panel, "EPA Reg. No. 42750-78" and "EPA Est. No. 42750-XX-XX."

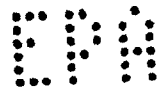
Under "Conditions for Sale and Warranty, and Disclaimer and Indemnity for Formulator's Uses"

The Agency has not reviewed or accepted these statements. It may need to be changed at a later date.

Submit one (1) copy of your final printed labeling 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(e). Your release for shipment of the product constitutes acceptance of these conditions. A stamped copy of the label is enclosed for your records.

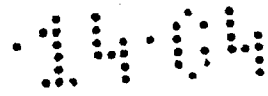
CONCURRENCES							
SYMBOL	7505C	7505C					
SURNAME	Blen	Tompkins					
DATE	5-16-05	5-16-05					

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Picloram Acid Technical

For Manufacturing Use Only



ACTIVE INGREDIENT:	
Picloram: 4-amino-3,5,6-trichloropicolinic acid	95.0%
OTHER INGREDIENTS:	
	5.0%
TOTAL:	
	100.0%

KEEP OUT OF REACH OF CHILDREN

WARNING

FIRST AID

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.
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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 1-800-424-9300 for emergency medical treatment information.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

WARNING

Causes substantial but temporary eye injury. Do not get in eyes or on clothing. Wear protective eyewear (goggles or face shield). Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash clothing before reuse.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to some plants at very low concentrations. 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.

EPA Reg. No. 42750-

Manufactured for:
Albaugh, Inc.
Ankeny, IA 50021

ACCEPTED
with COMMENTS
in EPA Letter Dated

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

42750-78

MAY 16 2005

EPA Est. No.

NET WEIGHT
____ Lbs.

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

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 a herbicide for the following uses: barley, oats and wheat; fallow cropland; rangeland and permanent grass pastures; Conservation Reserve Program (CRP); forests; noncropland.

This product may be used to formulate products for specific use(s) not listed on the MP label if the formulator, user group, or grower has complied with U.S. EPA submission requirements regarding the support of such use(s).

STORAGE AND DISPOSAL

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

Pesticide Storage: Store in original container in a cool, dry area. Open dumping is prohibited.

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: Completely empty bag into application equipment. Then dispose of empty bag in a sanitary landfill or by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

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. **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.**

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.

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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.