

OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

WASHINGTON, D.C. 20460

March 20, 2025

Tasha Lott tasha.lott@albaughllc.com ALBAUGH, LLC

Subject: Non-PRIA (Pesticide Registration Improvement Act) Labeling Amendment - Addition of Pome

Fruit Post Harvest Crop Group (11-10)

Product Name: DIFENOCONAZOLE TECHNICAL

Admin Number: 42750-249 EPA Receipt Date: 11/14/2023 Action Case Number: 00491866

Dear Tasha Lott:

The amended labeling 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 terms or conditions that were previously imposed on this registration. You continue to be subject to existing terms or 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 (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.

The label submitted with the application has been stamped "Accepted Only Indicated Revisions Reviewed" and is enclosed for your records.

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 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 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 questions, please contact James Orrock via email at orrock.james@epa.gov. Sincerely,

Kristy Crews, Ph.D., Product Manager 22 FB, RD

Office of Pesticide Programs

DIFENOCONAZOLE TECHNICAL

For Formulation into End-Use Fungicide Products

| ACTIVE INGREDIENT Difenoconazole* | 97.85% |
|-----------------------------------|--------|
| INERT INGREDIENTS: | 2.15% |
| TOTAL: | 100.0% |
| | |

KEEP OUT OF REACH OF CHILDREN

CAUTION

See additional precautionary statements on label

| FIRST AID | | | | |
|---|--|--|--|--|
| 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 INHALED | Move person to fresh air. | | | |
| | • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. | | | |
| | Call a poison control center or doctor for further treatment advice. | | | |
| 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 | | | |
| Have the product container or label with you when calling a poison control center or doctor, or going for | | | | |
| treatment. | | | | |
| HOT LINE NUMBER For 24-Hour Medical Emergency Assistance (Human or Animal) or Chemical | | | | |
| Emergency Assistance (Spill, Leak, Fire or Accident), Call CHEMTREC at 1-800-424-9300 | | | | |
| NOTE TO PHYSICIAN: If ingested induce emesis or lavage stomach. Treat symptomatically | | | | |

| EPA Reg. | No. | 42750-249 |
|----------|-----|-----------|
| 111423 | | |
| | | |

EPA Est. No. xxxxxx-xxx

Net Weight: _____

MANUFACTURED FOR: Albaugh, LLC 1525 NE 36th Street Ankeny, IA 50021

ACCEPTED

03/20/2025

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

EPA Reg. No. 42750-249

^{*}CAS No 119446-68-3

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Harmful if absorbed through skin. Harmful if inhaled. Causes moderate eye irritation. Avoid contact with eyes, skin or clothing. Avoid breathing vapor or spray mist or vapor. Wear long-sleeved shirt and long pants, shoes, socks, protective, chemical resistant gloves (such as or made out of any waterproof material, selection Category A).

USER SAFETY RECOMMENDATIONS

Users should:

- 1. Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- 2. Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- 3. Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to fish, mammals, and aquatic invertebrates. Drift and runoff may be hazardous to aquatic estuarine and marine organisms in water adjacent to treated areas. For terrestrial uses. Do not apply directly to water, or to areas where surface water is present, or intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwater or rinsate.

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.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in a cool dry secure place.

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

CONTAINER HANDLING: 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. 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 it in a manner required by its liner.

DIRECTIONS FOR USE

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

This product is intended for the formulation of crop protection products.

Do not formulate into pesticides used for foliar applications to crops.

This product is intended for formulation into:

- 1. Fungicides for the following seed treatment uses:
 - cereals (wheat, barley, triticale, oats, rye),
 - cotton,
 - sweet corn, and
 - canola
- 2. Fungicides for the following post-harvest use:
 - Pome Fruit (Crop Group 11-10): apple, azarole, crabapple, loquat, mayhaw, medlar, pear, Asian
 pear, quince, Chinese quince, Japanese quince, tejocote, and cultivars, varieties and/or hybrids of
 these

CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

NOTICE Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product must be followed carefully It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product, which are beyond the control of ALBAUGH, LLC or Seller. To the extent consistent with applicable law, Buyer and User agree to hold ALBAUGH, LLC and Seller harmless for any claims relating to such factors.

ALBAUGH, LLC 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, subject to the inherent risks referred to above, when used in accordance with directions under normal use conditions. To the extent consistent with applicable law (1) this warranty does not extend to the use of the product contrary to label instructions or under conditions not reasonably foreseeable to or beyond the control of Seller or ALBAUGH, LLC, and, (2) Buyer and User assume the risk of any such use.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ALBAUGH, LLC MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS WARRANTED BY THIS LABEL.

To the extent consistent with applicable law, in no event shall ALBAUGH, LLC be liable for any incidental consequential or special damages resulting from the use or handling of this product. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF ALBAUGH, LLC AND 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 THE PRODUCT OR, AT THE ELECTION OF ALBAUGH, LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT.

ALBAUGH, LLC and Seller offer this product and Buyer and User accept it subject to the foregoing Conditions of Sale and Limitation of Warranty and of Liability, which may not be modified except by written agreement signed by a duly authorized representative of ALBAUGH, LLC