

U.S. ENVIRONMENTAL PROTECTION AGENCY

Office of Pesticide Programs Registration Division (7505P) Ariel Rios Building 1200 Pennsylvania Ave., NW Washington, D.C. 20460

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46146-1	3-2-10

NOTICE OF PESTICIDE:

___ Registration
___ X Reregistration
(under FIFRA, as amended)

Term of Issuance:

Name of Pesticide Product:

Technical 2,4-DB

Name and Address of Registrant (include ZIP Code):

Atanor S.A P.O. Box 2127 Valdosta, GA 31604

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On the basis of information furnished by the registrant, the above named pesticide is hereby registered/reregistered under the Federal Insecticide, Fungicide and Rodenticide Act. 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.

This product is reregistered in accordance with FIFRA section 4(g)(2)(C) provided you:

- 1. Submit and/or cite all data required for registration review/reregistration of your product when the Agency requires all registrants of similar products to submit data.
- 2. Make all the following changes to the product label:
 - a. Due to the toxicity of this product, the First Aid "If on skin or clothing" statement is optional and must be either removed or relocated to below the "If in eyes" statement.
 - b. Change the Hazards to Humans and Domestic Animals statement to read "Harmful if swallowed. Causes moderate eye irritation. Avoid contact with eyes and clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated clothing before reuse."
 - c. Change the Pesticide Disposal statement to read "Wastes resulting from the use of this product **must** be disposed of on site or at an approved waste disposal facility."

Continued on page 2

Signature of Approving Official:

Jim Tompkins Product Manager 25 Herbicide Branch

Registration Division (7505P)

Date

3-2-10

- d. Change the Container Disposal statement to read "Nonrefillable container. Do not reuse or refill this container. Completely empty bag into manufacturing equipment. Then offer for recycling if available, or dispose of empty bag in a sanitary landfill or by incineration. Do not burn unless allowed by state and local ordinances."
- e. Change the warranty sentence to "The directions are believed to be reliable and **must** be followed carefully."
- f. Add the phrase "To the extent consistent with applicable law" directly in front of the following warranty and indemnity statements:
 - i. "All such risks shall be assumed by the Buyer."
 - ii. "ATANOR S.A. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE..."
 - iii. "BUYER'S EXCLUSIVE REMEDY AND MANUFACTURER'S..."
 - iv. "The manufacturer expressly disclaims all liability for claims and actions..."
 - v. "Any formulator or buyer who uses this product in formulations..."
- g. Correct the multiple typos in the Conditions of Sale and Warranty section.

The basic confidential statement of formula (CSF) dated June 30, 2009 is acceptable.

A stamped copy of your label is enclosed for your records. You must submit one (1) copy of the final printed label before you release the product for shipment. Products shipped after twelve (12) months from the date of this notice or the next printing of the label, whichever occurs first, must bear the new revised label. 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.

Enclosure

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EDITOR's NOTE: 2/20/09 "marked" draft label for 8-Month Response to the 2,4-DB RED.

ATANOR TECHNICAL 2,4-DB

FOR USE IN THE MANUFACTURE OF HERBICIDES

ACTIVE INGREDIENT:	
4-(2,4-Dichlorophenoxy)butyric acid	97.0%
OTHER INGREDIENTS:	3.0%
TOTAL	100.0%

KEEP OUT OF REACH OF CHILDREN

CAUTION

FIRST AID		
IF SWALLOWED	 Call 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 the poison control center or doctor. Do not give anything by mouth to an unconscious person. 	
IF ON SKIN OR CLOTHING	 Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for 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 	

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.

EPA Reg. No. 46146-1

EPA Est. No. 46146-ARG-001

MANUFACTURED BY: Atanor S.A. (B 1605AFR) Munro, Argentina

ACCEPTED with COMMENTS in EPA Letter Dated MAR 2 2010	, 1) 1 7 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
Under the Federal Insecticide, Fungicide, and Rodenticide Act as amended, for the pesticide registered under EPA Reg. No.) 2 2000000 0 2 0 2 0 2 2 2 2 2 2 2 2 2 2)
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PRECAUTIONARY STATEMENTS

CAUTION

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

Harmful if swallowed or absorbed through the skin. Avoid contact with skin, eyes or clothing. Do not inhale dust. Wash thoroughly with soap and water after handling.

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. Read the entire label before using this product.

Only For Formulation Into a Herbicide, for the Following Uses:

- 1. AGRICULTURAL CROPS: soybeans, peanuts, alfalfa, trefoil; NON-CROP: conservation reserve program areas.
- 2. Uses for which USEPA has Accepted the Required Data and/or Citations of Data that the Formulator has Submitted in Support of Registration.
- 3. Uses for Experimental Purposes that are in Compliance with US EPA Requirements.

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

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in a dry place away from heat or open flame.

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

CONTAINER DISPOSAL: Completely empty bag into manufacturing equipment. Then dispose of empty bag in a sanitary landfill or by incineration, or, if allowed by State and local authorities, by burning of 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 Atanor S.A. or the Seller. All such risks shall be assumed by the Buyer.

Atanor S.A. 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. ATANOR S.A. 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 WHII' H 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 RES^UI[TING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER OR 1'TOT BASEL' 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 ATANOR S.A. OR THE SELLER BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT. Atanor S.A. 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 Atanor S.A. No employee or agent of Atanor S.A. 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.

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