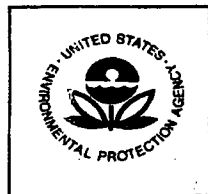


59639-87

03/29/2007

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U.S. ENVIRONMENTAL PROTECTION  
AGENCYOffice of Pesticide Programs  
Registration Division (7505P)  
Ariel Rios Building  
1200 Pennsylvania Ave., NW  
Washington, D.C. 20460

EPA Reg. Number:

59639-87

Date of Issuance:

MAR 29 2007

## NOTICE OF PESTICIDE:

☐ Registration☒ Reregistration  
(under FIFRA, as amended)

Term of Issuance:

Name of Pesticide Product:

Pinpoint 15 Granular

Name and Address of Registrant (include ZIP Code):

Valent U.S.A. Corporation  
1600 Riviera Avenue, Suite 200  
PO Box 8025  
Walnut Creek, CA94596

**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.

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.

Based on your response to the Reregistration Eligibility Decision (RED) for Acephate, EPA has reregistered the product listed above. This action is taken under the authority of section 4(g)(2)(C) of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended. Reregistration under this section does not eliminate the need for continual reassessment of pesticides. EPA may require submission of data at any time to maintain the registration of your product.

Generic data requirements that have been identified in the RED as confirmatory data for the active ingredient contained in the subject product will continue to be tracked and assessed in the Agency's continual reassessment of pesticides.

The labeling for the subject product submitted in connection with registration under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended, is acceptable provided you submit one (1) copy of the final printed label incorporating the following corrections before you release the product for shipment. Products shipped after 12 months from the date of this Notice must bear the new revised label.

1. Remove the additional rate notation "27 to 33 lbs./A (3/5 to 3/4 lb. per 1,000 sq. ft.)" from the Golf Course and Sod Farm Turfgrass use table on page seven. The table already specifies the maximum application rate of 27 lbs (of product) /A for use on golf course turfgrass.

Signature of Approving Official:

Date:

MAR 29 2007

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2. The preferred location of the statement "Do not contaminate water, food or feed by storage, disposal or cleaning of equipment." is immediately following the heading "Storage and Disposal" and before the subheading "Pesticide Storage".

3. Correct the warranty statements under "Prompt Notice of Claim" as specified below. Refer to the enclosed examples of warranty statements.

a. Add the phrase "to the extent consistent with applicable law allows such requirements" to the beginning of the sentence "Valent must be provided notice as soon as Buyer has reason to believe it may have a claim, but in no event later than twenty-one days from date of planting, or \_\_\_\_."

b. Add the phrase "to the extent consistent with applicable law" to the beginning of the sentence "If Buyer does not notify Valent of any claims, in such period, it shall be barred from obtaining any remedy."

A stamped copy of the label is enclosed for your records.

The Agency has completed the cumulative assessment for the organophosphate pesticides (OPs) and finalized the Interim Reregistration Eligibility Decisions (IREDs) for the OP pesticides. The assessment and supporting documents may be found on the Agency's web site at [www.epa.gov/pesticides/cumulative](http://www.epa.gov/pesticides/cumulative) and in the docket (EPA-HQ-OPP-2006-0618).



Meredith F. Laws, Chief  
Insecticide-Rodenticide Branch  
Registration Division (7504P)

Enclosures: Stamped label  
Examples of warranty statements

**IMPORTANT: READ BEFORE USE**

Read the entire Directions for Use, Conditions of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties and Limitations of Liability.

**CONDITIONS:** The directions for use of this product are believed to be adequate and ~~should~~ must be followed carefully. However, it is impossible to eliminate all risks associated with the 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 XXXX. All such risks shall be assumed by the user or buyer.

**DISCLAIMER OF WARRANTIES:** To the extent consistent with applicable law, XXX makes no other warranties, express or implied, of merchantability or of fitness for a particular purpose or otherwise, that extend beyond the statements made on this label. No agent of XXX is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. To the extent consistent with applicable law, XXX disclaims any liability whatsoever for special, incidental or consequential damages resulting from the use or handling of this product.

**LIMITATIONS OF LIABILITY:** To the extent consistent with applicable law, the exclusive remedy of the user or buyer for any and all losses, injuries or damages resulting from the use or handling of this product, whether in contract, warranty, tort, negligence, strict liability or otherwise, shall not exceed the purchase price paid or at XXX's election, the replacement of product.

## LIMITATION OF WARRANTY AND LIABILITY

**NOTICE:** Read this 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.

It is impossible to eliminate all risks associated with the use of this product. Such risks arise from weather conditions, soil factors, off-target movement, unconventional farming techniques, the presence of other materials, the manner of use or application, or other unknown factors, all of which are beyond the control of XXX. These risks can cause: ineffectiveness of the product; crop injury, or; injury to non-target crops or plants.

XXX does not agree to be an insurer of these risks beyond what is expressly warranted by this label. When you buy or use this product, you agree to accept these risks.

XXX warrants that this product conforms to the chemical description on the label thereof and is reasonably fit for the purpose stated in the Directions for Use, subject to the inherent risks described above, when used in accordance with the Directions for Use under normal conditions.

To the extent consistent with applicable law, XXX makes no other express or implied warranty of fitness or of merchantability or any other express or implied warranty.

To the extent consistent with applicable law, in no event shall XXX or seller be liable for any incidental, consequential or special damages resulting from the use or handling of this product. Buyer's or user's bargained-for expectation is crop protection. To the extent consistent with applicable law, the exclusive remedy of the user or buyer and the exclusive liability of XXX or seller, for any and all claims, losses, injuries or damages (including claims based on breach of warranty or contract, negligence, tort or strict liability), whether from failure to perform or injury to crops or other plants, and 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 XXX or seller, the replacement of the product.

To the extent consistent with applicable law allows such requirement, XXX or its Ag Retailer must have prompt notice of any claim so that an immediate inspection of buyer's or user's growing crops can be made. Buyer and all users shall promptly notify XXX or a XXX Ag Retailer of any claims, whether based on contract, negligence, strict liability, or other tort or otherwise be barred from any remedy.

This Limitation of Warranty and Liability may not be amended by any oral or written agreement.

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ACCEPTED  
with COMMENTS  
in EPA Letter Dated: MAR 29 2007  
Under the Federal Insecticide,  
Fungicide, and Rodenticide Act,  
As amended, for the pesticide  
Registered under EPA Reg. No.  
59639-87

## PINPOINT® 15 Granular

An ORTHENE® Granular Insecticide for Use on Container Grown Nursery Stock, Golf Course and Sod Farm Turfgrass and for Treatment of Ant Mounds on Turfgrass and Non-Crop Areas.

### GIVES EFFECTIVE CONTROL

Active Ingredient	By Wt.
*Acephate.....	15.0%
Other Ingredients .....	85.0%
Total .....	100.0%

\*O,S-Dimethyl acetylphosphoramidothioate

U.S. Patent Nos. 5,298,501; 5,369,100; 5,352,674

**KEEP OUT OF REACH OF CHILDREN**

### CAUTION

SEE NEXT PAGE FOR ADDITIONAL PRECAUTIONARY STATEMENTS.

**NET WEIGHT 10 POUNDS**

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**PRECAUTIONARY STATEMENTS  
HAZARDS TO HUMANS AND DOMESTIC ANIMALS  
CAUTION**

Harmful if swallowed or absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing.

**FIRST AID**

**Acephate is an organophosphate, cholinesterase inhibitor.**

- |                                |   |
|--------------------------------|---|
| <b>If swallowed:</b>           | <ul style="list-style-type: none"><li>• Call a poison control center or doctor immediately for treatment advice.</li><li>• Have person sip a glass of water if able to swallow.</li><li>• Do not induce vomiting unless told to do so by the poison control center or doctor.</li><li>• Do not give anything by mouth to an unconscious person.</li></ul> |
| <b>If in eyes:</b>             | <ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>   |
| <b>If on skin or clothing:</b> | <ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>   |
| <b>If inhaled:</b>             | <ul style="list-style-type: none"><li>• Move person to fresh air.</li><li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible.</li><li>• Call a poison control center or doctor for further treatment advice.</li></ul>   |

**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 **1-800-892-0099** for emergency medical treatment information.

**NOTE TO PHYSICIAN**

This material contains a cholinesterase inhibitor. Measurement of blood cholinesterase activity may be useful in monitoring exposure but decisions regarding treatment will usually need to be made before test results are available. If signs of cholinesterase inhibition appear, atropine sulfate is antidotal. 2-PAM (PROTOPAM) is also antidotal and may be used in conjunction with atropine but should not be used alone.

### **PERSONAL PROTECTIVE EQUIPMENT (PPE):**

Some materials that are chemical-resistant to this product are shown below. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.

**Mixers, Loaders, Applicators and Other Handlers must wear:** Long sleeved shirt and long pants, chemical-resistant gloves such as Butyl rubber ≥ 14 mils, Nitrile rubber ≥ 14 mils or Neoprene ≥ 14 mils and socks plus shoes.

**In addition, Mixers, Loaders and Applicators supporting or making broadcast applications to turf must wear:** A NIOSH-approved dust mist filtering respirator with MSHA/NIOSH approved number prefix TC-21C or a NIOSH-approved respirator with any N, R, P or HE filter.

**See engineering controls for additional requirements.**

### **ENGINEERING CONTROLS**

When handlers use closed systems or enclosed cabs, in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. As soon as possible, wash thoroughly and change into clean clothing.

### **USER SAFETY RECOMMENDATIONS**

Users should:

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

### **ENVIRONMENTAL HAZARDS:**

This pesticide is toxic to birds. For terrestrial uses, do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters. Cover or soil incorporate spills.

### **DIRECTIONS FOR USE**

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

Applications to trees, shrubs and potted plants by hand or hand held application equipment is prohibited.

**READ ENTIRE LABEL. USE STRICTLY IN ACCORDANCE WITH PRECAUTIONARY STATEMENTS AND DIRECTIONS AND WITH APPLICABLE STATE AND FEDERAL REGULATIONS.**

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

### **AGRICULTURAL USE REQUIREMENTS**

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 24 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil or water, is: coveralls, chemical-resistant gloves made of any waterproof material and shoes plus socks.

### **NON-AGRICULTURAL USE REQUIREMENTS**

The requirements in this box apply to uses of this product that are **NOT** within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries or greenhouses.

Do not enter or allow others to enter until dusts have settled, or for those areas where irrigation is required following treatment, until treated areas have dried.



**DISCLAIMER, RISKS OF USING THIS PRODUCT,  
LIMITED WARRANTY  
AND LIMITATION OF LIABILITY**

**IMPORTANT:** Read the entire Label including this Disclaimer, Risks of Using this Product, Limited Warranty, and Limitation of Liability before using this product. If the terms are not acceptable THEN DO NOT USE THE PRODUCT; rather, return the unopened product within 15 days of purchase for a refund of the purchase price.

**RISKS OF USING THIS PRODUCT**

The Buyer and User (referred to collectively herein as "Buyer") of this product should be aware that there are inherent unintended risks associated with the use of this product which are impossible to eliminate. These risks include, but are not limited to, injury to plants and crops to which this product is applied, lack of control of the target pests or weeds, resistance of the target pest or weeds to this product, injury caused by drift, and injury to rotational crops caused by carryover in the soil. Such risks of crop injury, non-performance, resistance or other unintended consequences are unavoidable and may result because of such factors as weather, soil conditions, disease, moisture conditions, irrigation practices, condition of the crop at the time of application, presence of other materials either applied in the tank mix with this product or prior to application of this product, cultural practices or the manner of use or application, (or a combination of such factors) all of which are factors beyond the control of Valent. The Buyer should be aware that these inherent unintended risks may reduce the harvested yield of the crop in all or a portion of the treated acreage, or otherwise affect the crop such that additional care, treatment and expense are required to take the crop to harvest. If the Buyer chooses not to accept these risks, THEN THIS PRODUCT SHOULD NOT BE APPLIED. By applying this product Buyer acknowledges and accepts these inherent unintended risks AND TO THE FULLEST EXTENT ALLOWED BY LAW, AGREES THAT ALL SUCH RISKS ASSOCIATED WITH THE APPLICATION AND USE ARE ASSUMED BY THE BUYER.

Valent shall not be responsible for losses or damages (including, but not limited to, loss of yield, increased expenses of farming the crop or such incidental, consequential or special damages that may be claimed) resulting from use of this product in any manner not set forth on the label. Buyer assumes all risks associated with the use of this product in any manner or under conditions not specifically directed or approved on the label.

**LIMITED WARRANTY**

Valent warrants only that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the label, under average use conditions, when used strictly in accordance with the label and subject to the Risks of Using This Product as described above. EXCEPT AS SET FORTH ABOVE, VALENT MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. No agent or representative of Valent or Seller is authorized to make or create any other express or implied warranty.

**LIMITATION OF LIABILITY**

To the fullest extent allowed by law, Valent or Seller is not liable for any incidental, consequential, indirect or special damages resulting from the use or handling of this product. The limitation includes, but is not limited to, loss of yield on all or any portion of the treated acreage, increased care, treatment or other expenses required to take the crop to harvest, increased finance charges or altered finance ratings, emotional or mental distress and/or exemplary damages. TO THE FULLEST EXTENT ALLOWED BY LAW, THE EXCLUSIVE REMEDY OF THE BUYER, AND THE EXCLUSIVE MAXIMUM LIABILITY OF VALENT OR 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 THIS PRODUCT OR, AT THE ELECTION OF VALENT OR SELLER, THE REPLACEMENT OF THE PRODUCT.

**PROMPT NOTICE OF CLAIM**

Valent must be provided notice as soon as Buyer has reason to believe it may have a claim, but in no event later than twenty-one days from date of planting, or twenty-one days from the date of application, whichever is latter, so that an immediate inspection of the affected property and growing crops can be made.

If Buyer does not notify Valent of any claims, in such period, it shall be barred from obtaining any remedy.

**NO AMENDMENTS**

Valent and Seller offer this product, and Buyer accepts it, subject to the foregoing Disclaimer, Risks of Using This Product, Limited Warranty and Limitation of Liability, which may not be modified by any oral or written agreement.

**TANK MIXES**

**NOTICE:** Tank mixing or use of this product with any other product which is not specifically and expressly authorized by the label shall be the exclusive risk of user, applicator and/or application advisor.

Read and follow the entire label of each product to be used in the tank mix with this product.

## DIRECTIONS

### CONTAINER GROWN NURSERY STOCK Including Outdoor and Shadehouse, Lathhouse and Greenhouse Grown Containers

CROPS	PESTS CONTROLLED	AMOUNT PINPOINT 15 GRANULAR	SPECIAL INSTRUCTIONS
Container-Grown Nursery Stock: (including Outdoor, Shadehouse, Lathhouse and Greenhouse Grown Containers) Azalea Holly Pyracantha Photinia Crape Myrtle	Ants (excluding fire, harvester, carpenter and pharaoh ants) Aphids Azalea Lacebug Mealybugs	Broadcast Application: Apply over pots at 0.4 lb. per 1,000 sq. ft. with a broadcast applicator.	Potted Plants: Pot Size (diameter) 3" to 12": Uniformly distribute specified dosage over soil surface. Irrigate after application and as needed, avoiding excessive irrigation to maintain product in root zone.  Do Not Apply to freshly rooted cuttings.
Application to trees, shrubs and potted plants by hand or hand-held application equipment (i.e. belly grinders) is prohibited.			

### TURFGRASS AND NON-CROP AREAS - MOUND TREATMENT

APPLICATION SITES	PESTS CONTROLLED	AMOUNT PINPOINT 15 GRANULAR	SPECIAL INSTRUCTIONS
Turfgrass  Residential, Recreational and Commercial Turf        Non-Crop Areas	Imported Fire Ants and Harvester Ants	Mound Treatment: Evenly distribute 2 Tbsps. of product over the mound.  ( 2 Tbsps. = 15 shakes)*  *This statement will be added to 12 oz. shaker canister label only.	For best results, apply material in the early morning or late afternoon when the ants are most active. Applications made under prolonged hot and dry conditions may be ineffective due to the location of the ants deep within the nest. Grass in treated area may be injured.

### GENERAL USE PRECAUTIONS

- Irrigate immediately after application with 1/8 inch of water.
- Do not over-water or allow puddles to form. This formulation readily dissolves when exposed to water. Immediate irrigation without puddling minimizes exposure of birds to broadcast granules.
- Do not apply by air.
- User must allow at least 3 days between last application and harvesting of sod.

### GOLF COURSE AND SOD FARM TURFGRASS

CROPS	PESTS CONTROLLED	RATE OF PINPOINT 15 GRANULAR PER ACRE	REMARKS
Golf Course and Sod Farm Turfgrass	Armyworms Mole Crickets Cutworms Chinch Bugs Sod Webworms Spittlebugs	<b>Sod Farm Turfgrass</b> 20 lbs./A (0.46 lb. per 1,000 sq. ft.)	Apply using broadcast ground equipment accurately calibrated to uniformly apply a granular pesticide. Repeat application may be necessary. Do not apply at more than 1 week intervals.
		<b>Golf Course Turfgrass</b> 27 lbs./A (0.62 lb. per 1,000 sq. ft.)  27 to 33 lbs./A (3/5 to 3/4 lb. per 1,000 sq. ft.)	Do not allow livestock to graze treated areas. Do not feed treated grass to livestock.

### STORAGE AND DISPOSAL

#### PESTICIDE STORAGE

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

Keep pesticide in original container.

Store in a cool, dry place. Protect from excessive heat.

Do not contaminate food or foodstuffs.

Do not store or transport near feed or food.

For help with any spill, leak, fire or exposure involving this material, call day or night **800-892-0099**.

#### 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. Do not reuse container. 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.

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ORTHENE® - Reg. TM of OMS Investments, Inc.

PINPOINT® - Reg. TM of Valent U.S.A. Corporation

Manufactured for:

**Valent U.S.A. Corporation**

P.O. Box 8025

Walnut Creek, CA 94596-8025

[www.valent.com](http://www.valent.com)

Made in U.S.A.

EPA Reg. No. 59639-87

EPA Est. No.

059639.00087.20070312(20030908).PIN.doc.