

OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

WASHINGTON, D.C. 20460

April 7, 2025

Zenna Scarlett Sr. Manager, Regulatory Projects Valent U.S.A. LLC 4600 Norris Canyon Road San Ramon, CA 94583

Subject: PRIA Label Amendment – To incorporate optional container handling language

for anew non-refillable bag container and non-refillable containers with a liner,

along with modifications to the warranty statement

Product Name: Etoxazole Technical EPA Registration Number: 59639-107

Application Date: 02/09/2024

Case Number: 499034

Dear Zenna Scarlett:

The amended label referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended, is acceptable. This approval does not affect any conditions that were previously imposed on this registration. You continue to be subject to existing 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 copy of the final printed labeling before you release the 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.

Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under FIFRA and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) lists examples of statements 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

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from those claims approved through the registration process. Therefore, should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA's Office of Enforcement and Compliance.

Your release for shipment of the product constitutes acceptance of these conditions. If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6.

If you have any questions, please contact Andrés Garzón at (202) 566-2690 or at GarzonMoreno. Andres @epa.gov.

Sincerely,

Gene Benbow, Senior Biologist Invertebrate & Vertebrate Branch 3 Registration Division (7505P) Office of Pesticide Programs

See for



[Bracketed text is optional]
[Bracketed Italicized text is information for the reviewer]

ACCEPTED

04/07/2025

Under the Federal Insecticide, Fungicide and Rodenticide Act as amended, for the pesticide registered under EPA Reg. No. FOOD 107

59639-107

Etoxazole Technical

Active Ingredient Etoxazole* Other Ingredients	By Wt 97.2% 2.8%
	100.0%
*2-(2-6-difluorophenyl)-4-[4-(1, 1-dimethylethyl)-2-ethoxypheny]-4,5-dihydrooxazo	ole
KEEP OUT OF REACH OF CHILDREN	
CAUTION	
SEE NEXT PAGE [SIDE] [PANEL] FOR ADDITIONAL PRECAUTIONARY STATEMENTS EPA Reg. No. 59639-107 EPA Est. No.	
TRANSPORTED IN BULK	
NET WEIGHT KG LB	
LOT NUMBER	

FIRST AID		
If on skin or clothing:	 Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 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 ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice 	
If swallowed:	 Call a poison control center or doctor immediately for treatment advice. Have a person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. 	
If in eyes:	 Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for further treatment advice. 	
HOTLINE 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 **800-892-0099** for emergency medical treatment information.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS & DOMESTIC ANIMALS CAUTION

Harmful if absorbed through skin. Harmful if inhaled. Harmful if swallowed. Causes moderate eye irritation. Avoid contact with eyes, skin or clothing. Avoid breathing dust. Wash thoroughly after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove contaminated clothing and wash clothing before reuse.

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 (NDPES) 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 Environmental Protection Agency.

DIRECTIONS FOR USE

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

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

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

IMPORTANT: Read the entire Label including this section titled Risks of Using this Product, Limited Warranty and Disclaimer, 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. If the Buyer chooses not to accept these risks, THEN THIS PRODUCT SHOULD NOT BE USED. By using this product Buyer acknowledges and accepts these inherent unintended risks AND TO THE EXTENT CONSISTENT WITH APPLICABLE 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 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 AND DISCLAIMER

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. To the extent consistent with applicable law AND 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 extent consistent with applicable law, Valent or Seller is not liable for any incidental, consequential, indirect or special damages resulting from the use or handling of this product. TO THE EXTENT CONSISTENT WITH APPLICABLE 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

To the extent consistent with applicable law allowing such requirements, 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 use.

To the extent consistent with applicable law, 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 **Risks of Using This Product**, **Limited Warranty and Disclaimer**, and **Limitation of Liability**, which may not be modified by any oral or written agreement.

FOR FORMULATION OF ETOXAZOLE CONTAINING MITICIDE/OVICIDE PRODUCTS ONLY.

THIS PRODUCT IS FOR USE IN FURTHER PREPARATION OF PRODUCTS CONTAINING ETOXAZOLE. DO NOT USE FOR ANY OTHER PURPOSES. Products formulated with Etoxazole Technical will require registration with the Environmental Protection Agency.

Only for Formulation into Miticide/Ovicide Products Intended for:

Terrestrial Non-Food Uses on: Indoor (Greenhouses, Shadehouses, Lathhouses and Interiorscapes) and Outdoor Ornamentals (including: Christmas Trees, Flowering and Foliage Crops, Ground Covers, Shrubs and Ornamental Trees and Non-Bearing Fruit and Nut Trees).

Terrestrial Food Use on:

Corn (field, pop, seed, sweet)
Cotton (including cottonseed)
Hops
Mint
Soybean
Beet, Sugar, Roots and Beet, Sugar, Leaves
Tomato (indoor use only)

Crop Group	Commodity
Subgroup 8-10B: Pepper/Eggplant	African eggplant; eggplant; pea eggplant; pepino; roselle; scarlet eggplant; bell pepper; martynia; non-bell pepper; okra; cultivars, varieties and/or hybrids of these
Crop Group 9: Cucurbit Vegetables	Chayote (fruit); Chinese waxgourd (Chinese preserving melon); citron melon; cucumber; gherkin; gourd, edible (includes hyotan, cucuzza, hechima, Chinese okra); <i>Momordica</i> spp. (includes balsam apple, balsam pear, bittermelon, Chinese cucumber); muskmelon (includes cantaloupe); pumpkin; squash, summer; squash, winter (includes butternut squash, calabaza, hubbard squash, acorn squash, spaghetti squash); watermelon
Crop Group 11-10: Pome Fruit	Apple; azarole; crabapple; loquat; mayhaw; medlar; pear; pear, Asian; quince; quince, Chinese; quince, Japanese; tejocote; cultivars, varieties, and/or hybrids of these.
Crop Group 12-12: Stone Fruit	Apricot; apricot, Japanese; capulin; cherry, black; cherry, Nanking; cherry, sweet; cherry, tart; Jujube, Chinese; nectarine; peach; plum; plum, American; plum, beach; plum, Canada; plum, cherry; plum, Chickasaw; plum, Damson; plum, Japanese; plum, Klamath; plum, prune; plumcot; sloe; cultivars, varieties, and/or hybrids of these.
Subgroup 13-07 A: Caneberry	Blackberry; loganberry; raspberry, black and red; wild raspberry; cultivars, varieties, and/or hybrids of these
Subgroup 13-07 F: Small Fruit Vine Climbing Subgroup, except Fuzzy Kiwifruit	Amur river grape; gooseberry; grape; kiwifruit, hardy; maypop; schisandra berry; cultivars, varieties, and/or hybrids of these
Subgroup 13-07 G: Low-growing Berry Subgroup	Bearberry; bilberry; blueberry, lowbush; cloudberry; cranberry; lingonberry; muntries; partridgeberry; strawberry; cultivars, varieties, and/or hybrids of these
Crop Group No. 14-12: Tree Nuts	African nut-tree; almond; beechnut; Brazil nut; Brazilian pine; bunya; bur oak; butternut; Cajou nut; candlenut; cashew; chestnut; chinquapin; coconut; coquito nut; dika nut; ginkgo; Guiana chestnut; hazelnut(filbert); heartnut; hickory nut; Japanese horse-chestnut; macadamia nut; mongongo nut; monkey-pot; monkey puzzle nut; Okari nut; Pachira nut; peach palm nut; pecan; pequi; Pili nut; pine nut; pistachio; Sapucaia nut; tropical almond; walnut, black; walnut, English; yellowhorn; cultivars, varieties, and/or hybrids of these.
Crop Group: Tropical and Sub-Tropical (Inedible Peel)	Avocado, papaya, star apple, black sapote, mango, sapodilla, canistel, mamey sapote
Subgroup 20C: Cottonseed	Cottonseed; cultivars, varieties, and/or hybrids of these.

- Uses for which USEPA has accepted the required data and/or citations of data that the formulator has submitted in support of registration; and
 Uses for experimental purposes that are in compliance with USEPA requirements.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE

Keep pesticide in original container.

Store in 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 800-892-0099.

PESTICIDE DISPOSAL

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

CONTAINER HANDLING

[For nonrefillable rigid containers.]

[Nonrefillable rigid container. Do not reuse or refill this container. Offer for recycling if available. Clean container promptly after emptying. Triple rinse as follows: Empty the remaining contents into manufacturing equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into manufacturing equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times.]

[For nonrefillable bag containers.]

[Nonrefillable bag. Do not reuse or refill this bag. Completely empty bag by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into mixing equipment. Dispose of bag in a sanitary landfill or by other procedures allowed by State and local authorities. Offer for recycling if available.]

[For nonrefillable containers with a liner.]

[Nonrefillable 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 mixing equipment. Dispose of liner in a sanitary landfill or by other procedures allowed by state and local authorities. If drum is contaminated and cannot be reused, dispose of in the same manner.]

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Manufactured for: **Valent U. S. A. LLC** P.O. Box 5075 San Ramon CA 94583

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