



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

March 10, 2015

Linda OBrestad
Valent USA Corporation
1600 Riviera Ave., Suite 200
Walnut Creek, CA 94596

Subject: Label Notification per PRN 98-10 – Label Revisions from Company Transfer
Product Name: TECHNICAL ASANA INSECTICIDE
EPA Registration Number: 59639-208
Application Date: February 13, 2015
Decision Number: 499223

Dear Ms. Obrestad:

The Agency is in receipt of your Application for Pesticide Notification under Pesticide Registration Notice (PRN) 98-10 for the above referenced product. The Registration Division (RD) has conducted a review of this request for its applicability under PRN 98-10 and finds that the action requested falls within the scope of PRN 98-10.

The label submitted with the application has been stamped “Notification” and will be placed in our records.

If you have any questions, please contact Maggie Rudick at 703-347-0257 or by email at rudick.maggie@epa.gov.

Sincerely,

A handwritten signature in blue ink that reads "Maggie Rudick for".

Kable Bo Davis, Product Manager 3
Invertebrate & Vertebrate Branch 1
Registration Division (7505P)
Office of Pesticide Programs

REDLINE COPY

DuPont™ - Technical Asana®
Insecticide

NOTIFICATION

59639-208

The applicant has certified that no changes, other than those reported to the Agency have been made to the labeling. The Agency acknowledges this notification by letter dated:

03/10/2015

FOR FORMULATION USE ONLY

Active Ingredient:

(S)-cyano(3-phenoxyphenyl)methyl-(S)-4-chloro-alpha-(1-methylethyl)benzeneacetate

85.5%

INERT INGREDIENTS & RELATED COMPOUNDS Other Ingredients

14.5%

Total 100.0%

-By ~~WEIGHT~~wt

EPA No. ~~352-50359639-208~~ EPA Est. ~~010308-JP-004~~

KEEP OUT OF REACH OF CHILDREN

AVISO! WARNING

PRECAUCION A USUARIO: Si usted no lee ingles, no use este producto hasta que la etiqueta haya sido explicada ampliamente.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS

WARNING! May be fatal if swallowed. Harmful if absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, or using tobacco. Remove contaminated clothing and wash clothing before reuse.

FIRST AID

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 a doctor. Do not give anything by mouth to an unconscious person.

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 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 eyes. Call a poison control center for treatment advice.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

NOTE TO PHYSICIAN: If swallowed, if victim is a child, give no more than 1 glass of water and 15 cc (1 tablespoon) syrup of Ipecac. If symptoms such as loss of gag reflex, convulsions or unconsciousness occur before emesis, gastric lavage should be considered following intubation with a cuffed endotracheal tube. If on skin, after drying, apply vitamin E cream or oil. If vitamin E cream or oil is not immediately available, apply vegetable oil liberally over any painful areas.

For medical emergencies involving this product, call toll free ~~1-800-441-3637~~**800-892-0099**.

ENVIRONMENTAL HAZARDS

This pesticide is highly toxic to fish. 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 product only in original container, in a cool, dry industrial location inaccessible to children and pets. Do not use or store in or around the home.

PESTICIDE DISPOSAL: Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

CONTAINER HANDLING: Refer to the Net Contents section of this product's labeling for the applicable "Nonrefillable Container" or "Refillable Container" designation.

Nonrefillable Plastic and Metal Containers (Capacity Equal to or Less Than 50 Pounds): Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Nonrefillable Plastic and Metal Containers (Capacity Greater Than 50 Pounds): Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application 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 application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Then, for Plastic containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Nonrefillable Plastic and Metal Containers, e.g., Intermediate Bulk Containers [IBC] Size or Shape Too Large to be Tipped, Rolled or Turned Upside Down):

Nonrefillable container. Do not reuse or refill this container. Clean container promptly after emptying the contents from this container into application equipment or mix tank and before final disposal using the following pressure rinsing procedure. Insert a lance fitted with a suitable tank cleaning nozzle into the container and ensure that the water spray thoroughly covers the top, bottom and all sides inside the container. The nozzle manufacturer generally provides instructions for the appropriate spray pressure, spray duration and /or spray volume. If the manufacturer's instructions are not available, pressure rinse the container for at least 60 seconds using a minimum pressure of 30 PSI with a minimum rinse volume of 10% of the container volume. Drain, pour or pump rinsate into application equipment or rinsate collection system. Repeat this pressure rinsing procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. For Metal Containers, offer for recycling if available or reconditional if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Nonrefillable Paper or Plastic Bags, Fiber Sacks including Flexible Intermediate Bulk Containers (FIBC) or Fiber Drums With Liners: Nonrefillable container. Do not reuse or refill this container. Completely empty paper or plastic bag, fiber sack or drum liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application or manufacturing equipment. Then offer for recycling if available or dispose of empty paper or plastic bag, fiber sack or fiber drum and liner in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances.

Refillable Fiber Drums With Liners: Refillable container (fiber drum only). *Refilling Fiber Drum:* Refill this fiber drum with ~~DuPont™~~ Technical Asana Insecticide containing esfenvalerate only. Do not reuse this fiber drum for any other purpose. Cleaning before refilling is the responsibility of the refiller. Completely empty liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application or manufacturing equipment. *Disposing of Fiber Drum and/or Liner:* Do not reuse this fiber drum for any other purpose other than refilling (see preceding). Cleaning the container (liner and/or fiber drum) before final disposal is the responsibility of the person disposing of the container. Offer the liner for recycling if available or dispose of liner in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. If drum is contaminated and cannot be reused, dispose of it in the manner required for its liner. To clean the fiber drum before final disposal, completely empty the fiber drum by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application or manufacturing equipment. Then offer the fiber drum for recycling if available or dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances.

All Other Refillable Containers: Refillable container. *Refilling Container:* Refill this container with ~~DuPont™~~ Technical Asana Insecticide containing esfenvalerate only. Do not reuse this container for any other purpose. Cleaning before refilling is the responsibility of the refiller. Prior to refilling, inspect carefully for damage such as cracks, punctures, abrasions, worn out threads and closure devices. If damage is found, do not use the container, contact ~~DuPont-Valent~~ at the number below for instructions. Check for leaks after refilling and before transporting. If leaks are found, do not reuse or transport container, contact ~~DuPontValent~~ at the number below for instructions. *Disposing of Container:* Do not reuse this container for any other purpose other than refilling (see preceding). Cleaning the container before final disposal is the responsibility of the person disposing of the container. To clean the container before final disposal, use the following pressure rinsing procedure. Insert a lance fitted with a suitable tank cleaning nozzle into

the container and ensure that the water spray thoroughly covers the top, bottom and all sides inside the container. The nozzle manufacturer generally provides instructions for the appropriate spray pressure, spray duration and/or spray volume. If the manufacturer's instructions are not available, pressure rinse the container for at least 60 seconds using a minimum pressure of 30 PSI with a minimum rinse volume of 10% of the container volume. Drain, pour or pump rinsate into application equipment or rinsate collection system. Repeat this pressure rinsing procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Outer Foil Pouches of Water Soluble packets (WSP): Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available or, dispose of the empty outer foil pouch in the trash as long as WSP is unbroken. If the outer pouch contacts the formulated product in any way, the pouch must be triple rinsed with clean water. Add the rinsate to the spray tank and dispose of the outer pouch as described previously.

Do not transport if this container is damaged or leaking. If the container is damaged, leaking or obsolete, or in the event of a major spill, fire or other emergency, contact ~~DupontValent~~ at ~~1-800-441-3637~~800-892-0099, day or night.

~~————— 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.~~

~~DuPont warrants that this product conforms to the chemical description on the label thereof and is reasonably fit for the purpose stated in the directions under normal conditions. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, DUPONT 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 DUPONT 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 DUPONT 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 DUPONT OR SELLER, THE REPLACEMENT OF THE PRODUCT.~~

~~To the extent consistent with applicable law that allows such requirement, buyer and all users shall promptly notify DuPont or a DuPont Ag Retailer of any claims, whether based on contract, negligence, strict liability, other tort or otherwise, or be barred from any remedy.~~

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

~~NOTICE TO BUYER: Purchase of this material does not confer any rights under patents of countries outside of the country in which it was purchased from Du Pont, except where rights are conferred by operation of law.~~

**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 AGREES THAT TO THE EXTENT CONSISTENT WITH APPLICABLE LAW RISKS ASSOCIATED WITH THE APPLICATION AND USE ARE ASSUMED BY THE BUYER.

To the extent consistent with applicable law, 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. To the extent consistent with applicable law, 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. To the extent consistent with applicable law AND 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 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. 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 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 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.

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 **Disclaimer, Risks of Using This Product, Limited Warranty and Limitation of Liability**, which may not be modified by any oral or written agreement.

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 an insecticide for:

1. The following uses:

Terrestrial Food Crops: Almonds, Apples, Apricots, Artichokes, Beans (dry or snap beans), Blueberries, Broccoli, Cabbage, Caneberries, Cantaloupe, Carrots, Cauliflower, Cherries, Chinese broccoli, Chinese cabbage, Collards, Corn (field, sweet, pop, seed), Cotton, Cucumber, Eggplant, English walnuts, Filberts, Head lettuce, Honeydew melon, Kiwifruit, Kohlrabi, Lentils, Melons, Mustard greens, Nectarines, Okra, Peaches, Peanuts, Pears, Peas (dry or succulent), Pecans, Peppers, Plums, Prunes, Potatoes, Pumpkin, Radishes, Sorghum, Soybeans, Squash (winter, summer), Stone fruits, Sugar beets, Sugarcane, Sunflower, Tomatoes, Turnips, Watermelon.

Terrestrial nonfood uses: Christmas tree plantings, noncrop land.

Forestry Uses: Conifer seed orchards, forest tree nurseries.

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 USEPA requirements.

Formulators using this product are responsible for obtaining EPA registration for their formulated products.

Net Weight: 200 KG

~~**Sold by: E. I. du Pont de Nemours And Company, Wilmington, DE 19898 U.S.A.**~~

~~**Made in Japan**~~

Asana is a registered trademark of Sumitomo Chemical Company, Ltd.

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