

66330-51

08-04-2009

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

OFFICE OF  
PREVENTION, PESTICIDES AND  
TOXIC SUBSTANCES

Sam Bondurant  
Arysta LifeScience North America LLC  
15401 Weston Parkway, Suite 150  
Cary, NC 27513

8/4/09

Subject: EPA Reg. 66330-51 / Everest Technical Herbicide Label Amendment

The labeling referred to above is acceptable provided you submit the following studies within 24 months:

1. Acute Oral Toxicity with a Passerine Bird: Protocol should be submitted prior to test initiation.
2. Oyster Acute Toxicity Test (Shell Deposition)
3. Mysid Acute Toxicity Test
4. Fish Acute Toxicity Test, Estuarine/Marine
5. Aerobic Aquatic Metabolism

A stamped copy of your labeling is enclosed for your records. This label supersedes all previously accepted label. Products shipped after 12 months from the date of this letter 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. Your release for shipment of the product constitutes acceptance of these conditions. If you have any questions please call Erik Kraft at 703-308-9358 or email at Kraft.Erik@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Tompkins".

Jim Tompkins  
Product Manager 25  
Herbicide Branch  
Registration Division (7505P)

**EVEREST®**  
**TECHNICAL HERBICIDE**

**FOR USE ONLY IN THE MANUFACTURING OF HERBICIDES**

**INGREDIENTS:**

Active Ingredient:	By wt.
Flucarbazono-sodium*, 4,5-Dihydro-3-methoxy-4-methyl-5-oxo-N- -[[2-(trifluoromethoxy)phenyl]sulfonyl]-1-H- -1,2,4-triazole-1-carboxamide, sodium salt.....	92.6%
Inert Ingredients.....	7.4%
Total.....	100.0%
*87.5% Flucarbazono acid equivalent	

®EVEREST is a registered trademark of Arysta LifeScience North America, LLC

Read the entire label before use

**KEEP OUT OF REACH OF CHILDREN**

**CAUTION**

See back panel for additional precautionary statements.

**ACCEPTED**  
**with COMMENTS**  
**In EPA Letter Dated:**

8-4-09  
Under the Federal Insecticide,  
Fungicide, and Rodenticide Act  
as amended, for the pesticide  
registered under EPA Reg. No.

66330-51

Manufactured For:  
**ARYSTA LIFESCIENCE NORTH AMERICA, LLC**  
15401 Weston Parkway, Suite 150  
Cary, North Carolina 27513

EPA Registration No. 66330-51

EPA Est. No. 79749-IND-001

**NET WEIGHT \_\_\_\_ POUNDS**

**CAUTION:** Causes moderate eye irritation. Avoid contact with eyes and clothing. Wash thoroughly with soap and water after handling.

FIRST AID	
If in eyes	<ul style="list-style-type: none"><li>• 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.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>IN CASE IF EMERGENCY CALL DAY OR NIGHT</b> (866) 303-6952 OR (651) 632-8946.	
Have an EVEREST Technical container or label with you when calling a poison control center or doctor, or going for treatment.	

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## ENVIRONMENTAL HAZARDS

Do not discharge effluent containing this product in to 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.

Only for formulation into a herbicide, for:

The following uses:

(1) Terrestrial food and feed crop uses: winter wheat and all types of spring wheat including durum.

(2) Selective control of weeds in turf on golf courses, sod farms, residential and commercial turf sites, park and recreation areas, school grounds and other turf areas, conifer nurseries and field plantings, and seed head and growth management in turf.

(3) Uses for which USEPA has accepted the required data and/or citations of data that the formulator has submitted in support of registration; and,

(4) Uses for experimental purposes that are in compliance with USEPA requirements.

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### STORAGE AND DISPOSAL

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

**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:** Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available or dispose of in a sanitary landfill, or by incineration or burning; (if allowed by state and local authorities). If burned, stay out of smoke.

**Pesticide Storage:** Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of reach of children, preferably in a locked storage area.

Handle and open container in a manner as to prevent spillage. If the container is leaking or material spilled for any reason or cause, carefully sweep material into a pile. Refer to Precautionary Statements on label for hazards associated with the handling of this material. Do not walk through spilled material. Dispose of pesticide as directed above. In spill or leak incidents, keep unauthorized people away. For help with any spill, leak, fire or exposure involving this material, call day or night CHEMTREC (703) 527-3887 or (800) 424-9300.

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### CONDITIONS OF SALE

1. Arysta LifeScience North America, LLC ("Arysta") warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label only when used in accordance with the directions under normal conditions of use.
2. This warranty does not extend to the use of this product contrary to label instructions, or under abnormal use conditions, or under conditions not reasonably foreseeable to Arysta. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ARYSTA DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES RESULTING FROM OR IN CONNECTION WITH THE MANUFACTURE, SALE, DELIVERY, USE, HANDLING OR STORAGE OF THIS PRODUCT. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, SELLER'S LIABILITY SHALL BE LIMITED TO THE REFUND OF THE PURCHASE PRICE. ARYSTA DOES NOT AUTHORIZE ANY AGENT OR REPRESENTATIVE TO MAKE ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION CONCERNING THIS PRODUCT.**
3. Critical and unforeseeable factors beyond the control of Arysta prevent Arysta from eliminating all risks in connection with the use of this product. Such risks include, but are not limited to, damage to plants and crops to which product is applied, lack of complete control, and damage caused by drift to other plants or crops. Such risks occur even though the product is reasonably fit for the use stated on the label and even though label directions are followed. Except as stated in 1 above, to the extent permitted by law, by purchasing, accepting and using this product, the buyer and user acknowledge and assume all risks and liabilities resulting from handling, storage, and use of this product.