66330-51

2/21/2013



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

OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

Mr. Jim Barron, Ph.D. Arysta LifeScience North America, LLC 15401 Weston Parkway, Suite 150 Cary, NC 27513

FEB 21 2013

Dear Mr. Barron:

Subject:

**Everest Technical Herbicide** 

Review of Basic and Alternates #1 and #2 CSFs, Review of Data to Support Alternate Source of Al, and Review of Amended Ingredient Statement

EPA Reg. No. 66330-51

Your Submission Dated: December 6, 2012

The amendment referred to above, submitted in connection with registration under the Federal Insecticide Fungicide and Rodenticide Act (FIFRA), as amended is acceptable.

The basic and alternate #1 CSFs (both dated 02-13-13) and alternate #2 CSF (dated 02-14-13) are acceptable and have been added to your record as current and updated. The basic CSF (dated 02-13-13) must supersede all other basic CSFs on file.

Your product chemistry data corresponding to guideline 830 series, group A have been found acceptable and a copy of the review is enclosed for your records.

The labeling amendment is acceptable and a stamped copy of the label is enclosed for your records. This label supersedes all previously accepted labels. You must submit one (1) copy of the final label before you release the product for shipment. Products released for shipment after eighteen (18) months from the date of this letter must bear the new revised label. If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6(e). Your release for shipment of the product constitutes acceptance of these conditions.

Please contact Juanita Gilchrist on (703) 305-6965, or <u>gilchrist.juanita@epa.gov</u> if you have any questions. A copy of the review is enclosed for your records.

Sincerely,

Kable Bo Davis

Product Manager (25)

Herbicide Branch

Registration Division (7505P)

# **EVEREST®** TECHNICAL HERBICIDE

ACCEPTED

FEB 2 1 2013

FOR USE ONLY IN THE MANUFACTURING OF HERBICID Fingloide, and Rodenticide Act,

as amended, for the pesticide registered under BPA Reg. No. /

**INGREDIENTS:** 

**Active Ingredient:** 

Flucarbazone-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.....95.28%

Other Ingredients......4.72% Total......100.0%

\*90.74% Flucarbazone acid equivalent

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

**EPA Registration No. 66330-51** 

EPA Est. No.

Read the entire label before use

#### KEEP OUT OF REACH OF CHILDREN

#### CAUTION

See back panel for additional precautionary statements.

	FIRST AID
If in eyes	<ul> <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>
	IN CASE IF EMERGENCY CALL DAY OR NIGHT
	(866) 303-6952 OR (651) 632-8946.
	EREST Technical container or label with you when calling a trol center or doctor, or going for treatment.

Manufactured For:

ARYSTA LIFESCIENCE NORTH AMERICA, LLC

15401 Weston Parkway, Suite 150

Cary, North Carolina 27513

NET WEIGHT \_\_ POUNDS

#### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

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

#### **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 Environmental Protection Agency (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 EPA 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 EPA requirements.

#### 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 24 HOUR CHEMICAL EMERGENCY ASSISTANCE:** Spill, leak, fire or exposure involving this material, call CHEMTREC (800) 424-9300 or (703) 527-3887 if calling from outside the U.S.

## **Warranty and Disclaimer Statement**

The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Such risks may 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 Arysta LifeScience North America, LLC ("Arysta"), and can cause crop injury, injury to non-target crops or plants, ineffectiveness of the product, or other unintended consequences. To the extent consistent with applicable law, all such risks shall be assumed by the user or buyer.

Arysta warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes 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. This warranty does not extend to the use of this product contrary to label instructions or under conditions not reasonably foreseeable to Arysta, and is subject to the inherent risks described above.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ARYSTA WARRANTIES, EXPRESS ALL OTHER OR INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ARYSTA, MANUFACTURER, AND SELLER DISCLAIM AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE, HANDLING, APPLICATION, STORAGE, OR DISPOSAL OF THIS PRODUCT OR FOR DAMAGES IN THE NATURE OF PENALTIES, AND THE USER AND BUYER WAIVE ANY RIGHT THAT THEY MAY HAVE TO SUCH DAMAGES. AGENT, REPRESENTATIVE OR EMPLOYEE OF ARYSTA IS AUTHORIZED TO MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION BEYOND THOSE CONTAINED HEREIN OR TO MODIFY THE WARRANTIES CONTAINED HEREIN.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE TOTAL LIABILITY OF ARYSTA, MANUFACTURER, AND SELLER, SHALL BE LIMITED TO THE PURCHASE PRICE PAID, OR AT ARYSTA'S ELECTION, THE REPLACEMENT OF THE PRODUCT.

**EVEREST TECHNICAL (PENDING) 02/15/13**