



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

OFFICE OF
PREVENTION, PESTICIDES AND
TOXIC SUBSTANCES

K. Jayne Walz
Regulatory Manager
United Phosphorus, Inc.
630 Freedom Business Center Drive
King of Prussia, PA 19406

JUL 9 2008

Subject: Tebuconazole Technical
EPA Reg. No. 70506-72
Your amendment dated July 2, 2008
EPA Decision Number 396760

Dear Ms Walz:

The amended label referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide and Rodenticide Act as amended is acceptable provided the following changes are made:

1. In the list of ingredients, change "INERT INGREDIENTS" to "OTHER INGREDIENTS"
2. On page 1 use U.S. measure (pounds) for the Net Contents.
3. Revise the **CONDITIONS OF SALE** to be appropriate for a technical product:
 - a. Delete the second paragraph ("The Directions for use")
 - b. Change the third paragraph to read "United Phosphorus, Inc. 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. **UNITED PHOSPHORUS, INC. MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.**"
 - c. In the fourth paragraph change "**THE EXCLUSIVE REMEDY....**" to "**TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY....**"

One copy of the label stamped "Accepted with comments" is enclosed for your records. Please submit one copy of the final printed label that incorporates the required changes before the product is released for shipment.

As a condition of registration, you must submit or cite data to satisfy the following data gaps in the timeframe specified below:

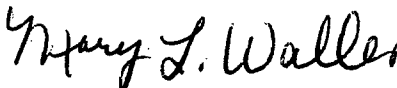
2/5

1. Submit barley field trial data from regions 10 and 11 (along with concurrent storage stability data on barley straw). Submission Due by: December 2011
4. Comply in the timeframe specified with the future Agency Data Call-in for all triazole-derivative active ingredients.
5. Submit a Whole Sediment Toxicity Study for benthic invertebrates. Submission due by: December 2011.
6. Submit Aerobic and Anaerobic Aquatic Metabolism Studies. Submission due by: December 2011.

One copy of the label stamped "Accepted" is enclosed for your records. Please submit one copy of the final printed label before the product is released for shipment.

If you have any questions, please contact Robert Westin by phone at (703) 305-5721 or via email at westin.robert@epa.gov.

Sincerely,



Mary L. Waller
Product Manager (21)
Fungicide Branch
Registration Division (7505P)

Enclosure

Tebuconazole Technical

ONLY FOR USE IN THE MANUFACTURE OF FUNGICIDES

ACTIVE INGREDIENT:

Tebuconazole, α -[2-(4-chlorophenyl)-ethyl]- α -(1,1-dimethylethyl)-1H-1,2,4-triazole-1-ethanol.....

97.4%

INERT INGREDIENTS.....

2.6%

100.0%

KEEP OUT OF REACH OF CHILDREN CAUTION

FIRST AID	
If inhaled	<ul style="list-style-type: none"> • 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 in eyes	<ul style="list-style-type: none"> • 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 eye. • Call a poison control center or doctor for treatment advice.
If swallowed	<ul style="list-style-type: none"> • Call a poison control center or doctor immediately for treatment advice. • Have 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 on skin or clothing	<ul style="list-style-type: none"> • 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.
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For emergency medical assistance, call the Rocky Mountain Poison Center at 1-866-673-6671.	

**FOR CHEMICAL EMERGENCY: Spill, leak, fire, exposure, or accident, call
CHEMTREC 1-800-424-9300**



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1-800-438-6071 • www.upi-usa.com

EPA Reg. No. 70506-72

EPA Est. No.

Net Contents: 50 kg

ACCEPTED
with COMMENTS
In EPA Letter Dated
JUL 9 2008

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

70506-72

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

Caution.

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

Environmental Hazards

This pesticide is toxic to estuarine invertebrates. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or public waters unless in accordance with the requirements of a National Pollutant Discharge Eliminations 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 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.

This material requires further mixing before use

Only for formulation into a fungicide for the following uses:

(1) **Terrestrial Food/Feed Crops:** Bananas, Barley (seed treatment and foliar application), Plantains, Cherries, Nectarines, Peaches, Grapes, Oats, Peanuts, and Wheat (seed treatment and foliar application).
Terrestrial Non-Food: Grasses Grown for Seed

(2) Uses for which U.S. EPA has accepted the required data and/or citation of data that the formulator has submitted in support of registration; and

(3) Uses for experimental purposes that are in compliance with U.S. EPA requirements.

Formulators using this product are responsible for obtaining U.S. EPA registration for their formulated product which may be labeled for the use patterns as found listed on this label.

Storage and Disposal

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

PESTICIDE STORAGE

Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, water, food, or feed. Keep out of reach of children and animals. Store in original containers only.

In case of spill, avoid contact, isolate area, and keep out animals and unprotected persons. Confine spill.

Do not package Tebuconazole Technical in metal containers.

PESTICIDE DISPOSAL

Pesticide wastes are toxic. Do not contaminate water, food or feed by storage or disposal. Improper disposal of excess pesticide, or rinsate is a violation of Federal law. Dispose of excess waste or pesticide by use according to label directions, or contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

CONTAINER DISPOSAL

Completely empty container into the processing equipment by shaking and tapping sides and bottom to loosen clinging particles. Then dispose of empty liner in a sanitary landfill or by incineration, if allowed by State and local authorities, by burning. If burned, stay out of smoke. If drum is contaminated and cannot be reused, dispose of in the same manner.

IMPORTANT INFORMATION -READ BEFORE USING PRODUCT

CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

NOTICE: Read the entire Directions for Use and Conditions of Sale and 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.

The Directions for Use of this product should be followed carefully. The Directions for Use of this product reflect the opinion of experts based on field use and tests. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product, which are beyond the control of United Phosphorus, Inc. or Seller. Handling, storage, and use of the product by Buyer or User are beyond the control of United Phosphorus, Inc. and Seller. To the fullest extent allowed by State law, all such risks shall be assumed by Buyer and User, and Buyer and User agree to hold United Phosphorus, Inc. and Seller harmless for any claims relating to such factors.

United Phosphorus, Inc. 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 referred to above, when used in accordance with directions under normal use conditions. This warranty does not extend to the use of this product contrary to label instructions or under conditions not reasonably foreseeable to or beyond the control of Seller or United Phosphorus, Inc., and Buyer and User assume the risk of any such use. **UNITED PHOSPHORUS, INC. MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.**

To the extent allowed by law, United Phosphorus, Inc. or Seller shall not be liable for any incidental, consequential or special damages resulting from the use or handling of this product. **THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF UNITED PHOSPHORUS, INC. AND 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, AT THE ELECTION OF UNITED PHOSPHORUS, INC. OR SELLER, THE REPLACEMENT OF THE PRODUCT, OR COMPENSATION LIMITED TO DAMAGES NOT EXCEEDING THE FAIR MARKET PURCHASE PRICE, AND SHALL NOT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

United Phosphorus, Inc. and Seller offer this product, and Buyer and User accept it, subject to the foregoing conditions of sale and limitations of warranty and of liability, which may not be modified except by written agreement signed by the duly authorized representative of United Phosphorus, Inc.
