

70506-188

8/12/2013

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, DC 20460

OFFICE OF  
CHEMICAL SAFETY AND  
POLLUTION PREVENTION

Gary R. Orr  
Regulatory Affairs Manager  
United Phosphorus, Inc.  
630 Freedom Business Center  
Suite 402  
King of Prussia, PA 19406

AUG 12 2013

Subject: Penncozeb Technical  
EPA Reg. No. 70506-188  
PRIA Amendment dated October 24, 2011, new use on walnut  
PRIA Decision No. 457082

Dear Mr. Orr:

The labeling referred to above, submitted in connection with registration in accordance with FIFRA section 3(c)5, as amended, is acceptable.

A stamped copy of the labeling is enclosed for your records. You must submit one (1) copy of the final printed 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 §6(e). Your release for shipment of the product constitutes acceptance of these conditions.

If you have any questions, please contact Tamue L. Gibson by phone at (703) 305-9096 or via email at [gibson.tamue@epa.gov](mailto:gibson.tamue@epa.gov).

Sincerely,

Cynthia Giles-Parker  
Acting Product Manager (21)  
Fungicide Branch  
Registration Division (7504P)

Enclosure

# PENNCOZEB<sup>®</sup> Technical

A FUNGICIDE FOR FORMULATING USE

**ACTIVE INGREDIENT:**

A coordination product of zinc ion and manganese ethylenebisdithiocarbamate ..... 88.0%

manganese++.....	17.9%
zinc++.....	2.2%
ethylenebisdithiocarbamate ion(C <sub>4</sub> H <sub>6</sub> N <sub>2</sub> S <sub>4</sub> ).....	67.9%

**OTHER INGREDIENTS:**..... 12.0%

**TOTAL** ..... 100.0%

## KEEP OUT OF REACH OF CHILDREN WARNING

**FIRST AID:**

**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 eye.
- Call a poison control center or doctor for 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 swallowed:**

- Call 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 the poison control center or doctor.

**If inhaled:**

- Move person to fresh air.
- If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth, if possible.
- Call a poison control center or doctor for further treatment advice.
- Do not give anything by mouth to an unconscious person.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For emergency medical assistance, contact the Rocky Mountain Poison Control Center at 1-866-673-6671.

EPA Registration No. 70506-188

EPA Establishment No. 33910-HL-01

NET CONTENTS

**ACCEPTED**

**AUG 12 2013**

Under the Federal Insecticide,  
Fungicide, and Rodenticide Act,  
as amended, for the pesticide  
registered under  
EPA Reg. No. 70506-188

United Phosphorus, Inc.  
630 Freedom Business Center, Suite 402  
King of Prussia, PA 19406

**PRECAUTIONARY STATEMENTS  
HAZARDS TO HUMANS AND DOMESTIC ANIMALS**

**WARNING**

Causes substantial but temporary eye injury. Do not get in eyes or on clothing. Harmful if absorbed through skin. Avoid contact with skin. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse.

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 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 local sewage treatment plant authority. For guidance, contact your State Water Board or Regional Office of the Environmental Protection Agency.

**ENVIRONMENTAL HAZARDS**

This pesticide is toxic to fish. Drift and runoff from treated areas may be hazardous to aquatic organisms in neighboring areas. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.

**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 fungicide for the following uses: field corn, corn grown for seed, peanuts, sugar beets, wheat, barley, oats, rye, asparagus, sweet corn, popcorn, cucumbers, chayote, Chinese waxgourds, gherkins, fennel, melons (including: cantaloupes, casabas, citron, crenshaws, honeydews, muskmelons, watermelons), ginseng, onions (dry bulb and furrow drench), garlic, shallots, potatoes, potato tuber, pumpkins, squash (summer and winter), edible gourds, tomatoes, broccoli, cabbage, lettuce (head and leaf), pepper, apples, crabapples, pears, quince, bananas, cranberries, grapes, papayas, canistel, mamey sapote, mango, sapodilla, star apple, white sapote, atemoya, cherimoya, custard apple, sugar apple, sweetsop, ornamentals, assorted grasses; seed treatment of: barley, field corn, cotton, flax, oats, peanuts, rice, rye, safflower, sorghum, tomato, walnuts, and wheat. Uses for which USEPA has accepted the required data that the formulator has submitted in support of registration; and uses for experimental purposes that are in compliance with USEPA requirements.

This product may be used to formulate products for specific use(s) not listed on the manufacturing use product label if the formulator, user group, or grower has complied with U.S.EPA submission requirements regarding support of such use(s).

Manufacturers of products formulated as wettable powders must prohibit application to turf on sod farms and to turf in general unless packaged in water soluble packaging on the end-use label.

Manufacturers of products formulated as liquids must prohibit application by aerial or chemigation methods to golf courses and aerially to sod farms on the end-use label.

Manufacturers of products formulated as dusts or wettable powders applied dry that have use directions for seed piece treatment must require, on the end-use product labels, use of a dust collection system in facilities treating  $\geq 50,000$  cwt per week (2,500 tons/week) to prevent dusts from contacting handlers or other persons during seed piece treatment.

Manufacturers of products formulated as wettable powders applied wet that have use directions for seed treatment must require, on the end-use product labels, use of a dust collection system in mixing and loading Wettable powder to prevent dusts from contacting handlers or other persons during mixing and loading.

### **STORAGE AND DISPOSAL**

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

**Pesticide Storage:** Store in the original container in a dry area. If allowed to become wet the product will deteriorate and represent a fire hazard. Keep away from sources of ignition (e.g. sparks and open flame). Close bag when not in use. Do not store in a manner where cross-contamination with other pesticides, fertilizers, food or feed could occur. If spilled during storage or handling sweep up spillage and dispose of in accordance with the Pesticide Disposal Instructions listed below.

**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. Completely empty bag into application equipment. Then offer for recycling if available, or dispose of bag in a sanitary landfill, by incineration, or if allowed by State and local authorities, by burning. If burned, stay out of smoke.

**IMPORTANT INFORMATION  
READ BEFORE USING PRODUCT**

**CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY**

To the extent consistent with applicable law, Manufacturer disclaims liability for claims or damages resulting from any use of a formulated product in a manner or on a crop not specifically listed on this label.

**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 reflect the opinion of experts based on field use and tests, and must be followed carefully. It is impossible to eliminate all risks 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 extent consistent with applicable 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.

**TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, UNITED PHOSPHORUS, INC. AND SELLER MAKE NO WARRANTIES OR MERCHANTABILITY OF OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ON THIS LABEL.**

To the extent consistent with applicable 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 and **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 THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF UNITED PHOSPHORUS, INC. OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

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.

This product has a one year shelf life from the date of manufacture. Manufactured \_\_\_\_\_.

Rev. 10/20/11

