

U.S. ENVIRONMENTAL PROTECTION AGENCY

Office of Pesticide Programs Registration Division (7505T) 1200 Pennsylvania Ave., N.W.

Washington, D.C. 20460

NOTICE OF PESTICIDE:

X Registration Reregistration (under FIFRA, as amended)

EPA Reg. Number:	Date of Issuance:

11/7/22

Term of Issuance:

70506-391

Unconditional

Name of Pesticide Product:

Tribasic Copper Sulfate Technical

Name and Address of Registrant (include ZIP Code):

UPL NA Inc. 630 Freedom Business Center, Suite 402 King of Prussia, PA 19406

Note: Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the above EPA registration number.

On the basis of information furnished by the registrant, the above named pesticide is hereby registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.

This product is unconditionally registered in accordance with FIFRA section 3(c)(5) provided that you:

1. Submit and/or cite all data required for registration/registration/registration review of your product when the Agency requires all registrants of similar products to submit such data.

Continues page 2

Signature of Approving Official:	Date:
Kristy Crews, Ph.D., Product Manager 22 Fungicide Branch, Registration Division (7505P)	11/7/22

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- 2. Make the following label changes before you release the product for shipment:
 - Revise the EPA Registration Number to read, "EPA Reg. No. 70506-391."
- 3. Submit one copy of the final printed label for the record before you release the product for shipment.

Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under FIFRA and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) lists examples of statements EPA may consider false or misleading. In addition, regardless of whether a website is referenced on your product's label, claims made on the website may not substantially differ from those claims approved through the registration process. Therefore, should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA's Office of Enforcement and Compliance.

If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6. Your release for shipment of the product constitutes acceptance of these conditions. A stamped copy of the label is enclosed for your records.

The record for this product currently contains the following CSF:

Basic CSF dated 2/17/2021

If you have any questions, please contact Yasmin Bowers at 202-566-2507 or Bowers. Yasmin@epa.gov.

Enclosure

TRIBASIC COPPER SULFATE TECHNICAL

For Manufacturing Purposes Only

ACTIVE INGREDIENT	
Basic Copper Sulfate* (CAS # 1344-73-6)	98.7%
OTHER INGREDIENTS	<u>1.3%</u>
TOTAL	100.0%
* Metallic Copper Equivaler	it. 55.5%

KEEP OUT OF REACH OF CHILDREN WARNING AVISO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

FIRST AID	
If swallowed	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	Take off contaminated clothing.
clothing	• Rinse skin immediately with plenty of water for 15-20 minutes.
	Call 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
	eye.
	Call a poison control center or doctor for treatment advice.
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.
Have the product container or label with you when calling a poison control center or doctor, or going	
for treatment. Contact the Rocky Mountain Poison and Drug Safety at 1-866-767-5089 for emergency	

EPA Registration No. 70506-XXX

EPA Establishment No. 4581-FRA-002

Net Weight ____

UPL NA Inc. 630 Freedom Business Center, Suite 402 King of Prussia, PA 19406

medical treatment information.

ACCEPTED

11/07/2022

Under the Federal Insecticide, Fungicide and Rodenticide Act as amended, for the pesticide registered under EPA Reg. No. 2000 004

70506-391

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS

WARNING

May be fatal if swallowed. Harmful if absorbed through skin. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

ENVIRONMENTAL HAZARDS

This product is toxic to fish and aquatic invertebrates. 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. Do not contaminate water when disposing of equipment washwaters or rinsate.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

It is the responsibility of formulators using this product to register all pesticidal formulations made from it with the EPA. Before using this product, be sure to consult the technical literature available from the manufacturer.

Only for formulation into a fungicide/bactericide for the following uses:

- (1) Citrus (grapefruit, kumquat, lemon, lime, orange, tangelo, and tangerine), Field Crops (alfalfa, barley, oats, peanut, potato, soybeans, sugar beet, and wheat), Small Fruits (blackberry, blueberry, cranberry, currant, gooseberry, raspberry, and strawberry), Tree Crops (almond, apple, apricot, avocado, banana, cacao, cherry, coffee, filbert, mango, nectarine, olive, peach, pear, pecan, pistachio, plum, prune, quince, and walnut), Vegetables (beans, beet greens, broccoli, Brussels sprouts, cabbage, cantaloupe, carrot, cauliflower, celeriac, celery, cucumber, eggplant, garlic, greens (collard, kale, mustard, and turnip), honeydew, muskmelon, onion, pea, pepper, pumpkin, spinach, squash, table beet, tomato (freshmarket and processing), watercress, and watermelon), Vines (grape, hops, and kiwi), Greenhouse and Shadehouse Crops (cucumber, eggplant, pepper, tomatoes (freshmarket and processing)), Turfgrass, Ornamentals, and Other Crops (atemoya, carambola, chives, cilantro, dill, Douglas fir (non-forestry), fir (Juniper, Leyland Cypress (non-forestry), Pine (non-forestry), spruce (non-forestry), ginseng, guava, litchi, live oak (non-forestry), macadamia, mamey sapote, papaya, parsley, passion fruit, pecan, sugar apple, and sycamore (non-forestry);
- (2) any additional uses not listed on this label for which the formulator, user group, or grower has complied with U.S. EPA submission requirements regarding support of such uses; and (3) uses for experimental purposes that are in compliance with U.S. EPA requirements.

The 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.

STORAGE AND DISPOSAL

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

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

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: Completely empty bag into application equipment. Then dispose of empty bag in a sanitary landfill or by other procedures approved by State and local authorities.

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 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. 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 abnormal conditions 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. To the extent consistent with applicable law, 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 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.

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