

71532-19

04/16/2009

1/8



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

OFFICE OF  
PREVENTION, PESTICIDES  
AND TOXIC SUBSTANCES

April 16, 2009

Matthew Brooks  
LG Life Sciences c/o Ag-Chem Consulting  
12208 Quinque Lane  
Clifton, VA 20124

Subject: Amendment – Adding additional uses (Cucurbit Vegetable Group, Tuberous and  
Corm Vegetables and Grass Forage, Fodder and Hay)  
LG Lambda-Cyhalothin Technical  
EPA Reg. No. 71532-19  
Your submission dated November 6, 2008

Dear Mr. Brooks:

The labeling referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended, is acceptable subject to the comments listed below. Two (2) copies of the finished labeling must be submitted prior to releasing the product for shipment. A stamped copy of the label is enclosed for your records.

1. Add "Call a poison control center or doctor for treatment advice" to the *If in eyes*, First Aid statement. Also a hotline phone number (e.g., "For 24-Hour medical emergency ... call ...") to the First Aid statement.
2. Delete "*Alfalfa grown for seed*" and "*Cole Crops*" uses from Appendix 1. These uses are not sited on the me-too label.
3. Add the title "**Conditions of Sales and Limitation of Warranty and Liability**" to the top of page 4.
4. On page 4, make the following revisions to the Warranty section:
  - a. Replace "The directions for Use of this product should be followed carefully" with "The directions for Use of this product must be followed carefully".
  - b. Replace "To the extent permitted by law" with "To the extent consistent with

applicable law”.

- c. Add “To the extent consistent with applicable law” to the front of the statement “LG Life Sciences, LTD. makes no warranties of merchantability or of fitness for a particular ... etc.”

If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA sec. 6(e). Your release for shipment of the product bearing the amended labeling constitutes acceptance of these conditions.

If you have any questions regarding this action, please contact BeWanda Alexander at (703) 305-7460.

Sincerely,  
*BeWanda Alexander for*  
Richard Gebken  
Interim Product Manager 13  
Insecticide Branch  
Registration Division (7505P)

Enclosure

3  
8

ACCEPTED  
with COMMENTS  
In EPA Letter Dated  
APR 16 2009

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

71532-19

**LG Lambda-Cyhalothrin Technical**  
For Manufacturing Use Only In Formulating Insecticides

**Active Ingredient:**

Lambda-cyhalothrin

[1-alpha(S\*), 3-alpha(Z)]-(±)-cyano(3-phenoxyphenyl)methyl

3-(2-chloro-3,3,3-trifluoro-1-propenyl)-

2,2-dimethylcyclopropanecarboxylate 95.0%

**Other Ingredients**..... 5.0%

**Total**..... 100.0%

**KEEP OUT OF REACH OF CHILDREN**

**DANGER/Peligro**

**Poison**



**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.)

**See additional precautionary statements and directions for use on label.**

**EPA Reg. No.:** 71532-19

**EPA Est. No.:**

**Net Contents:**

**Manufactured by:**  
LG Life Sciences, Inc.  
910 Sylvan Avenue  
Englewood Cliffs, NJ 07632

<b>FIRST AID</b>	
<b>If swallowed</b>	<ul style="list-style-type: none"> <li>• Call a poison control center or doctor immediately for treatment advice.</li> <li>• Have a person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told to do so by a poison control center or a doctor.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
<b>If on skin or clothing</b>	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15 — 20 minutes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
<b>If in eyes</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15 — 20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> </ul>
<b>If inhaled</b>	<ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible.</li> <li>• Call a poison control center or doctor for further treatment advice.</li> </ul>
Have the product container or label with you when calling a poison control center or doctor, or going for treatment.	

**PRECAUTIONARY STATEMENTS**

**Hazards to Humans and Domestic Animals-DANGER!**

Fatal if swallowed. May be fatal if inhaled or absorbed through skin. Causes substantial but temporary eye injury. Do not get in eyes, on skin, or on clothing. Wear protective clothing, goggles or full face shield and rubber gloves. Do not breathe vapors. Wear a NIOSH approved respirator with an organic vapor (OV) cartridge or canister with any R, P or HE prefilter. Wash thoroughly with soap and water after handling and before eating, drinking, or using tobacco. Remove contaminated clothing and wash before reuse.

**Environmental Hazards**

This pesticide is extremely toxic to fish and other aquatic organisms.

Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or public waters unless this product is specifically identified and addressed in an NPDES permit. 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.

**Physical and Chemical Hazards**

Do not use or store near heat or open flame.

**DIRECTIONS FOR USE**

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Formulators using this product are responsible for obtaining EPA registration for their formulated product.

Only for formulation into an insecticide for the uses listed below:

Terrestrial and Aquatic Food: See Appendix 1

Terrestrial Nonfood: Non-crop lands (excluding public land); Tobacco (burley and flue-cured).

Forestry: Conifer and Deciduous trees (plantations, nurseries and seed orchards).

Domestic Indoor and Outdoor

Nonfood Greenhouse and Nurseries

- 1) Uses for which USEPA has accepted the required data and/or citations of data that the formulator has submitted in support of registration; and
- 2) Uses for experimental purposes that are in compliance with USEPA Requirements.

<p><b>STORAGE AND DISPOSAL</b></p> <p><b>Prohibitions</b> Do not contaminate water, food, or feed by storage or disposal.</p> <p><b>Storage:</b> Keep container closed when not in use. In case of spill or leak on floor or paved surfaces, soak up with sand, earth, or synthetic absorbent. Remove to chemical waste area.</p> <p><b>Pesticide Disposal:</b> Pesticide wastes are toxic. Improper disposal of excess pesticide 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, Environmental Control Agency, or the Hazardous Waste Representative of the nearest EPA Regional Office for guidance.</p> <p><b>Container Disposal:</b></p> <p><b>Metal Containers:</b> Triple rinse (or equivalent); then offer for recycling, reconditioning, or puncture and dispose of in a sanitary landfill or by other procedures approved by state and local authorities.</p> <p><b>Plastic Containers:</b> Triple rinse (or equivalent); then offer for recycling, reconditioning, or puncture and dispose of in a sanitary landfill or by incineration or, if allowed by state and local authorities, by burning.</p>
--

**NOTICE:** Read the entire Directions for Use and Conditions of Sale and Limitations 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. It is impossible to eliminate all risks inherently associated with the use of this product. Ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather conditions, presence of other materials or other influencing factors in the use of this product, which are beyond the control of LG Life Sciences, Ltd. or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold LG Life Sciences, Ltd. and Seller harmless for any claims relating to such factors.

LG Life Sciences, Ltd. 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 LG Life Sciences, Ltd., and Buyer and User assume the risk of any such use. LG LIFE SCIENCES, LTD. 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 permitted by law, LG LIFE SCIENCES, LTD. 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 LG LIFE SCIENCES, LTD. 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 LG LIFE SCIENCES, LTD. OR SELLER, THE REPLACEMENT OF THE PRODUCT.

LG LIFE SCIENCES, LTD. 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 a duly authorized representative of LG LIFE SCIENCES, LTD.

Appendix 1: Terrestrial and Aquatic Food:

Alfalfa, Alfalfa grown for seed, *Brassica* (head and leaf); Canola; Corn (field, pop, seed and sweet); Cotton; Fruiting Vegetable Group (See below); Cucurbit Vegetable Group (see below); Cole Crops (see below); Garlic; Legume Vegetable Group (see below); Lettuce (head and leaf); Onion (dry bulb); Peanuts; Pome Fruits Group (see below); Rice; Wild Rice; Sorghum; Barley; Buckwheat; Oats; Rye; Stone Fruit Group (see below); Sugarcane; Sunflower; Tree Nut Group (see below); Tuberous and Corm Vegetables (see below); Triticale and Wheat; Grass Forage, Fodder and Hay (pasture and rangeland grass, grass grown for hay or silage and grass grown for seed).

Fruiting Vegetable Group	Cucurbit Vegetable Group	Cole Crops	Pome Fruits Group	Stone Fruit Group
Tomato Tomatillo Peppers (bell and non-bell) Eggplant Ground Cherry Pepino	Chayote (fruit) Chinese Waxgourd (Chinese preserving melon) Citron Melon Cucumber Gherkin Gourd (edible) Chinese okra: balsam apple, balsam pear, bitter melon, Chinese cucumber Muskmelon (hybrids and/or cultivars of <i>Cucurnis melo</i> )	Broccoli Brussels Sprouts Cabbage Cavalo Broccolo Cauliflower Chinese Broccoli (gai lon) Chinese Cabbage (napa) Chinese Mustard Cabbage (gai choy) Kohlrabi	Apple Crabapple Loquat Mayhaw Oriental Pear Pear Quince	Apricot Sweet and Tart Cherry Nectarine Peach Plum Chickasaw Plum Damson Plum Japanese Plum Plumcot Prune
<b>Tree Nut Group</b> <hr/> Almond Beech Nut Brazil Nut Butternut Cashew Chestnut Chinquapin Filbert (Hazelnut) Hickory Nut Macadamia Nut (Bush Nut) Pecan Pistachio Walnut, Black Walnut, English (Persian)	— includes: true cantaloupe, cantaloupe, casaba, crenshaw melon, golden pershaw melon, honeydew melon, honey balls, mango melon, Persian melon, pineapple melon, Santa Claus melon, snake melon Pumpkin Squash, summer ( <i>Cucurbita pepo</i> var. <i>melo</i> pepo) — includes: crookneck	<b>Tuberous and Corm Vegetables</b> <hr/> (Potato, Sweet Potato, Yams and Related) Arracacha Arrowroot Artichoke (Chinese and Jerusalem only) Canna (edible) Cassava (bitter and sweet) Chayote (root) Chufa Dasheen Ginger Leren Potato Sweet Potato Tanier Turmeric Yam (bean and true)	<b>Legume Vegetable Group</b> <hr/> Soybean <b>Beans and Peas: Edible Podded</b> <i>Canavalia gladiata</i> -sword bean <i>Canavalia ensiformis</i> - jackbean <i>Glycine max</i> - Soybean (immature seed) <b>Edible Podded, Succulent Shelled or Dried Shelled</b> <i>Phaseolus</i> spp. - includes: field, kidney, lima, navy, pinto, runner, snap, tepary, and wax beans <i>Vigna</i> spp.- includes: adzuki,	

	<p>squash, scallop  squash,  straightneck  squash,  vegetable  marrow,  zucchini  Squash, winter  (<i>Cucurbita  maxima</i>; <i>C.  moschata</i>)—  includes  butternut  squash,  calabaza,  hubbard  squash (<i>C.  mixta</i>; <i>C.  pepo</i>) -  includes:  acorn squash,  spaghetti  squash  Watermelon</p>		<p>asparagus, moth,  mung, rice, urd and  yard long beans,  black-eyed pea,  catjang, Chinese  longbean, cowpea,  Crowder pea, and  Southern pea  <i>Pisum</i>spp. -  includes: dwarf,  edible-pod,  English, field,  garden, green,  snow and sugar  snap peas  <i>Cajanus cajan</i> -  Pigeon pea  <b>Succulent</b>  <b>Shelled or Dried</b>  <b>Shelled</b>  <i>Vicia faba</i> -  broadbean  (favabean)  <b>Dried Shelled</b>  <b>(only)</b>  <i>Lupinus</i> spp. -  includes: grain,  sweet, white and  sweet white  lupines  <i>Cicer arietinum</i> -  Chickpea  (garbanzo bean)  <i>Cyamopsis</i>  <i>tetragonoloba</i> -  guar  <i>Lablab purpureus</i> -  Lablab bean  (hyacinth bean)  <i>Lens esculata</i> -  Lentils</p>	
--	---	--	---	--