


73545-9

7-11-2008

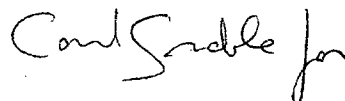
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 <p align="center">U.S. ENVIRONMENTAL PROTECTION AGENCY Office of Pesticide Programs Registration Division (7505P) Ariel Rios Building 1200 Pennsylvania Ave., NW Washington, D.C. 20460</p> <p align="center">NOTICE OF PESTICIDE: <input type="checkbox"/> Registration <input checked="" type="checkbox"/> Reregistration (under FIFRA, as amended)</p>	<p>EPA Registration Number: 73545-9</p>	<p>Date of Issuance: JUL 11 2008</p>
	<p>Term of Issuance: Unconditional</p>	
	<p>Name of Pesticide Product: Topsin M Technical Fungicide</p>	
<p>Name and Address of Registrant (include ZIP Code):</p> <p>Timothy Formella NISSO TM LLC d/b/a/ Cerexagri Inc. 630 Freedom Business Center, Suite 402 King or Prussia, PA 19406</p> <p><small>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.</small></p> <p>On the basis of information furnished by the registrant, the above named pesticide is hereby reregistered under the Federal Insecticide, Fungicide and Rodenticide Act. 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.</p> <p>Based on your response to the Reregistration Eligibility Decision for Thiophanate Methyl, EPA has reregistered the product listed above. This action is taken under the authority of section 4(g)(2)(c) of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended. Reregistration under this section does not eliminate the need for continual reassessment of pesticides. EPA may require submission of data at any time to maintain the registration of your product.</p> <p>Continued on Page 2</p>		
<p>Signature of Approving Official:</p> <p><i>Caryl S. Waller</i></p> <p>Mary L. Waller, Product Manager 21 Fungicide Branch Registration Division (7505P)</p>	<p>Date:</p> <p align="center">— JUL 11 2008</p>	

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A copy of your label stamped "Accepted" is enclosed for your records.

Sincerely,



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

Enclosure: Stamped copy of label

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ACCEPTED
JUL 11 2008
Under the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, for the pesticide registered under EPA Reg. No. 73545-9

TOPSIN[®] M TECHNICAL FUNGICIDE

ACTIVE INGREDIENT: Thiophanate-methyl
Dimethyl[(1,2-phenylene)bis(iminocarbonothioyl)]-
bis[carbamate]* 97.0%**

OTHER INGREDIENTS: 3.0%**

TOTAL 100.0%**

TOPSIN is a registered trademark of Nippon Soda Company, Ltd., and is licensed to NISO TM LLC, and is covered by one or more of the following U.S. Patents: 3,769,308; 3,856,847; 4,020,095; and 4,029,813.

* Also known as dimethyl 4,4' -o-phenylenebis[3-thioallophanate]
** Percent of TOPSIN M varies with each batch. Actual percent of TOPSIN M in this container is stenciled on the side of the container.

KEEP OUT OF REACH OF CHILDREN CAUTION

FIRST AID
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.
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.
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 Control Center at 1-866-767-5089 for emergency medical treatment information.

EPA Registration No. 73545-9 EPA Establishment No. 8033-JP-1

NET WEIGHT 220.5 Lbs/100 Kg

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

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PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS (AND DOMESTIC ANIMALS)

CAUTION

Harmful if absorbed through skin or inhaled. Avoid contact with eyes, skin, or clothing. Avoid breathing dust. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove contaminated clothing and wash clothing before reuse.

FUNGICIDE FOR FORMULATING USE ONLY

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: almonds, apples, apricots, canola, cantaloupes, casaba, cherries, cucumbers, dry beans, garlic, grapes, green beans, melons, nectarines, onions, peaches, peanuts, pears, pecans, pistachios, plums, potatoes, pumpkins, soybeans, squash, strawberries, sugar beets, triticale, watermelons, wheat, ornamentals and turf. This product may also be used to formulate products for any additional use(s) not listed on this manufacturing use label if the formulator, user group, or grower has complied with U.S. EPA submission requirements regarding support of such use(s). 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.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to fish. 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.

STORAGE AND DISPOSAL

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

Pesticide Storage: Store in a dry area. 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: Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of 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 Disposal: Completely empty liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application equipment. Then dispose of liner in a sanitary landfill or by incineration if allowed by State and local authorities. If drum is contaminated and cannot be reused, dispose of it in the manner required for its liner.

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**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. 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.