



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY  
AND POLLUTION PREVENTION

January 26, 2023

Matt Granahan  
U.S. Regulatory Leader  
HELM Agro US, Inc.  
401 E. Jackson St., Suite 1400  
Tampa, FL 33602

Subject: Registration Review Label Amendments Incorporating Mitigation from the National Marine Fisheries Services (NMFS) Biological Opinions on the Effects of Metolachlor on Pacific Salmonids  
*Product Name: METOLACHLOR TC*  
*EPA Registration Number: 74530-72*  
*Application Date: August 25, 2021*  
*Decision Number: 578072*

Dear Mr. Granahan:

The Agency, in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended, has completed reviewing all the information submitted with your application to support the Registration Review of the above referenced product in connection with the NMFS' Biological Opinion on the effects of Metolachlor on Pacific salmonids. The Agency has concluded that your submission is acceptable. The label referred to above, submitted in connection with registration under FIFRA, as amended, is acceptable.

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 the Federal Insecticide Fungicide and Rodenticide Act 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) list 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.

A stamped copy of your labeling is enclosed for your records. This labeling supersedes all previously accepted labeling. You must submit one copy of the final printed labeling before you release the product for shipment with the new labeling. In accordance with 40 CFR 152.130(c), you may distribute or sell this product under the previously approved labeling for 18 months from the date of this letter. After 12 months, you may only distribute or sell this product if it bears this new revised labeling or subsequently

Page 2 of 2  
EPA Reg. No. 74530-72  
Decision No. 578072

approved labeling. “To distribute or sell” is defined under FIFRA section 2(gg) and its implementing regulation at 40 CFR 152.3.

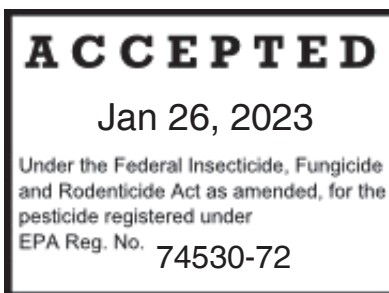
If you have any questions about this letter, please contact Carolyn Smith at [smith.carolyn@epa.gov](mailto:smith.carolyn@epa.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Linda Arrington", with a long horizontal flourish extending to the right.

Linda Arrington, Branch Chief  
Risk Management and Implementation Branch 4  
Pesticide Re-Evaluation Division  
Office of Pesticide Programs

Enclosure



# METOLACHLOR TC

## Manufacturing Use Product for Formulating Use Only

### ACTIVE INGREDIENT:

Metolachlor: 2-chloro-N-(2-ethyl-6-methylphenyl)-N-(2-methoxy-1-methylethyl) acetamide ..... 98.3%

OTHER INGREDIENTS: ..... 1.7%

TOTAL: ..... 100.0%

EPA Registration No. 74530-72

EPA Establishment No.: xxxx-xx-xxx

Net Contents: \_\_\_\_\_

## KEEP OUT OF REACH OF CHILDREN CAUTION

FIRST AID	
<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 swallowed</b>	<ul style="list-style-type: none"> <li>• Call a poison control center or doctor immediately for treatment advice.</li> <li>• Have 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 doctor.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
<p align="center"><b>HOT LINE NUMBER</b></p> <p>Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For chemical emergency: Spill, leak, fire, exposure, or accident, call CHEMTREC 1-800-424-9300.</p>	

### PRECAUTIONARY STATEMENTS

#### Hazards to Humans and Domestic Animals

**CAUTION:** Harmful if swallowed or absorbed through skin. Avoid contact with skin, eyes or clothing. Wear protective clothing (coveralls and gloves) when handling and using this product. 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

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 EPA.

## DIRECTIONS FOR USE

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

This product is to be used only for formulation into herbicides for the following use sites: Corn, Cotton, Peanuts, Pod crops, Potatoes, Safflowers, Sorghum (Grain and Forage), Soybeans, Tomatoes, Turf, Nursery stocks, Landscape plantings, and Established grasses grown for seed.

**NOTE TO FORMULATORS:** Formulators are responsible for providing data to support registration of products formulated from METOLACHLOR TC.

This product may only be formulated into end-use products that contain the following language on their labeling when they are released for shipment:

**“ENDANGERED SPECIES PROTECTION REQUIREMENTS”** (to be placed at the beginning of the Directions for Use section of all end-use product labels):

It is a Federal offense to use any pesticide in a manner that results in an unauthorized “take” (e.g., kill or otherwise harm) of an endangered species, and certain threatened species, under the Endangered Species Act section 9. When using this product, you must follow the measures contained in the Endangered Species Protection Bulletin for the area in which you are applying the product. You must obtain a Bulletin no earlier than six months before using this product. To obtain Bulletins, consult <http://www.epa.gov/espp/>, call 1-844-447-3813, or email [ESPP@epa.gov](mailto:ESPP@epa.gov). You must use the Bulletin valid for the month in which you will apply the product.”

This product may only be formulated into end-use products that contain the following language on their labeling when they are released for shipment: “Reporting Ecological Incidents (to be placed in the Environmental Hazards section of all end-use product labels):

To report ecological incidents, including mortality, injury, or harm to plants and animals, call HELM Agro US, Inc. at (813) 621-8846.”

## STORAGE AND DISPOSAL

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

**PESTICIDE STORAGE:** Store in original container. Do not contaminate with other pesticides.

**PESTICIDE DISPOSAL:** Open dumping is prohibited. Wastes resulting from the use of this product are toxic. Improper disposal of unused pesticide is a violation of federal law. Pesticide that cannot be used according to label instructions must be disposed of according to federal, state, or local procedures. For guidance in proper disposal methods, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office.

**CONTAINER HANDLING: Refillable container.** Refill this container with metolachlor only. Do not reuse this container for any other purpose. Thoroughly clean container before reuse. For minor spills, leaks, etc., follow all precautions indicated on this label and clean up immediately. Take special care to avoid contamination of equipment and facilities during cleanup procedures and disposal of wastes.

**Nonrefillable Container (rigid material; 5 gallons or greater):** Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available. Clean container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water: Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment, or a mix tank, or store rinsate for later use or disposal. Repeat this procedure two more times. Dispose of empty container in a sanitary landfill or by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

### **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.

Follow Directions for Use of this product carefully. 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 HELM Agro US, Inc. or Seller. To the extent of applicable law, all such risks shall be assumed by Buyer and User, and Buyer and User agree to hold HELM Agro US, Inc. and Seller harmless for any claims relating to such factors.

HELM Agro US, 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 HELM Agro US, Inc., and Buyer and User assume the risk of any such use. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, HELM AGRO US, 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, in no event shall HELM Agro US, Inc. or Seller be liable for any incidental, consequential or special damages resulting from the use or handling of this product. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF HELM AGRO US, 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 HELM AGRO US, INC. OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

HELM Agro US, 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 a duly authorized representative of HELM Agro US, Inc.

[Alternate Optional Warranty: {to be used as an option in place of the above “CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY” statement}]:

#### **WARRANTY DISCLAIMER**

**The EPA approved directions for use of this product must be followed carefully. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, (1) THE GOODS DELIVERED TO YOU ARE FURNISHED “AS IS” BY MANUFACTURER OR SELLER AND (2) MANUFACTURER AND SELLER MAKE NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND TO BUYER OR USER, EITHER EXPRESS OR IMPLIED, OR BY USAGE OF TRADE, STATUTORY OR OTHERWISE, WITH REGARD TO THE PRODUCT SOLD, INCLUDING, BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, OR ELIGIBILITY OF THE PRODUCT FOR ANY PARTICULAR TRADE USAGE. UNINTENDED CONSEQUENCES, INCLUDING BUT NOT LIMITED TO INEFFECTIVENESS, MAY RESULT BECAUSE OF SUCH FACTORS AS THE PRESENCE OR ABSENCE OF OTHER MATERIALS USED IN COMBINATION WITH THE GOODS, OR THE MANNER OF USE OR APPLICATION, INCLUDING WEATHER, ALL OF WHICH ARE BEYOND THE CONTROL OF MANUFACTURER OR SELLER AND ASSUMED BY BUYER OR USER. THIS WRITING CONTAINS ALL OF THE REPRESENTATIONS AND AGREEMENTS BETWEEN BUYER, MANUFACTURER AND SELLER, AND NO PERSON OR AGENT OF MANUFACTURER OR SELLER HAS ANY AUTHORITY TO MAKE ANY REPRESENTATION OR WARRANTY OR AGREEMENT RELATING IN ANY WAY TO THESE GOODS.**

#### **LIMITATION OF LIABILITY**

**TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, IN NO EVENT SHALL MANUFACTURER OR SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THEIR NATURE OF PENALTIES RELATING TO THE GOODS SOLD, INCLUDING USE, APPLICATION, HANDLING, AND DISPOSAL. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, MANUFACTURER OR SELLER SHALL NOT BE LIABLE TO BUYER OR USER BY WAY OF INDEMNIFICATION TO BUYER OR TO CUSTOMERS OF BUYER, IF ANY, OR FOR ANY DAMAGES OR SUMS OF MONEY, CLAIMS OR DEMANDS WHATSOEVER, RESULTING FROM OR BY REASON OF, OR ARISING OUT OF THE MISUSE, OR FAILURE TO FOLLOW LABEL WARNINGS OR INSTRUCTIONS FOR USE, OF THE GOODS SOLD BY MANUFACTURER OR SELLER TO BUYER. ALL SUCH RISKS SHALL BE ASSUMED BY THE BUYER, USER, OR ITS CUSTOMERS. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BUYER’S OR USER’S EXCLUSIVE REMEDY, AND MANUFACTURER’S OR SELLER’S TOTAL LIABILITY SHALL BE FOR DAMAGES NOT EXCEEDING THE COST OF THE PRODUCT.**

**Manufactured for:**



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