8195	7-38	1/31/2008	<b>?</b>	Page 18
AND THE PROTECTON	Office or Pes Registration Ariel Ric 1200 Pennsy	L PROTECTION AGENCY ticide Programs Division (7505C) os Building Ivania Ave., NW on, D.C. 20460	EPA Reg <sup>(</sup> Number: 81959-GL <b>38</b>	Date of Issuance: 1/31/2008
NOTICE OF PESTICI <u>x</u> Registration Reregistration		ESTICIDE: tration	Term of Issuance: conditional	
			Name of Pesticide F	Product:
	(under FIFRA, as amend		ET-089 Technical	
Etigra LLC c/o Pyxis Regu 4110 136th St, Gig Harbor, W Note: Changes in labe	A 98332		s registration must be s	ubmitted to and
ungicide and Rodent gency. In order to pr egistration of a pestic his Act is not to be con	icide Act. Registration is in no we otect health and the environmen ide in accordance with the Act. Instrued as giving the registrant a	the above named pesticide is here ay to be construed as an endorsem it, the Administrator, on his motion, The acceptance of any name in con a right to exclusive use of the name in accordance with FIFRA	ent or recommendation may at any time susper nection with the registr or to its use if it has be	of this product by the nd or cancel the ation of a product under en covered by others.
		uired for registration of yo ires all registrants of simil		
2. Make t	he following label chang	ges before you release the	e product for ship	oment:
а	. Revise the EPA Reg	istration Number to read, '	"EPA Reg. No. 8	1959-38."
and 12 a	month intervals. Pleas one year storage stat	following data gaps. Obso e submit results in both p ility (830.6317) - due with ics (830.6320) - due withi	aper and electron in 18 months	
4. Submi	t two copies of the revis	sed final printed label for the	he record.	
accordance with	FIFRA sec. 6(e). Your	n, the registration will be s release for shipment of th the label stamped "accep	ne product consti	tutes acceptance
		· ·	·	
Signature of Approving	g Official:		Date:	•
S	, , , , , , , , , , , , , , , , , , ,			
Thomas C. Ha Biologist	rris Ienticide Branch	· · · · ·	JAN	3 1 2008
	vision (7505P)			

# **ET-089 Technical** TECHNICAL PRODUCT FOR FORMULATION ONLY

ACTIVE INGREDIENTS:	
Abamectin**	97.0%
<b>INERT INGREDIENTS:</b>	<u>_3.0%</u>
TOTAL	100.0%

\*\*CAS No. 65195-55-3 and CAS No. 65195-56-4

# KEEP OUT OF REACH OF CHILDREN DANGER POISON

ACCEPTED with COMENTS in EPA Letter Dated: TAN 31, 2008 Under the Federal Insecticide, Fungicide, and Rodenticide Act, As amended, for the pesticide Registered under EPA Reg. No. 81959-38

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

#### NOTE TO PHYSICIAN

Early signs of intoxication include dilation of pupils, muscular incoordination, and muscular tremors. Toxicity following accidental ingestion of the technical product can be minimized by vomiting within onhalf hour of exposure.; rapidly after exposure (less than 15 minutes), administer repeatedly medical charcoal in a large quantity of water or ipecac. If toxicity from exposure has progressed to cause severe vomiting, the extent of resultant fluid and electrolyte imbalance should be gauged. Appropriate supportive parenteral fluid replacement therapy should be given, along with other required supportive measures (such as maintenance of blood pressure levels and proper respiratory functionality) as indicated by clinical signs, symptoms, and measurements. In severe cases, observation should continue for at least several days until clinical conditions are stable and normal. Since abamectin is believed to enhance GABA activity in animals, it is probably wise to avoid drugs that enhance GABA activity (barbiturates, benzodiazepines, valproic acid) in patients with potentially toxic abamectin exposures.

There is no specific antidote. Treat other routes of exposure symptomatically.

#### HOT LINE NUMBER

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-424-9300 for emergency medical treatment information.

#### Manufactured for:

Etigra, LLC 2214 Highway 44 West Inverness, FL 34453 EPA Reg. No. 81959-

Net Weight: EPA Est. No.

081959-00038.20080103.Draft label revised per EPA.pdf

# PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS DANGER

Fatal if inhaled. May be fatal if swallowed or absorbed through skin. Causes moderate eye injury. Do not breathe dust. Do not get in eyes, on skin or on 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.

Keep away from food, drink and animal feeding stuffs. The following protective clothing must be work during all handling and formulation operations: airline mask or air-supplied hood, chemical-resistant goggles and gloves, full body garments with shoe protectors and head cover. Disposable clothing is recommended.

#### ENVIRONMENTAL HAZARDS

This product is toxic to fish and wildlife. 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.

## **DIRECTIONS FOR USE**

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

Labeling for products formulated from this product must conform to that which is currently registered with the U.S. Environmental Protection Agency.

Formulators using this product are responsible for obtaining Environmental Protection Agency registration for their formulated products. This technical product may be used only for formulation of end-use insecticides/miticides/nematicides for the uses listed below.

1. Agricultural crops: <u>Terrestrial Food Crops</u>: Almonds, apples, avocados, celeriac, citrus fruit crop group 10, citrus orchard floor, cotton, cucurbit vegetables crop group 9, fruiting vegetables except cucurbits crop group 8, herb subgroup except chives crop group 19A, hops, leafy vegetables except Brassica crop group 5, pears, mint (peppermint and spearmint), plums, prunes, potatoes, strawberries, and walnuts. <u>Terrestrial Non-Food Crop Use</u>: Alfalfa grown for seed.

**2. Household (Domestic indoor and outdoor use):** In and around residential buildings such as homes, apartments, garages, sheds, storage buildings, and other household and domestic structures.

**3. Commercial and Industrial use (Indoor, Terrestrial Non-Food):** In and around commercial, institutional, and industrial premises such as warehouses, hotels, motels, resorts, apartment buildings, food storage areas, meat packing and food processing plants, food handling establishments, supermarkets, restaurants, non-patient occupied areas of hospitals and nursing homes, schools, commercial transportation equipment such as buses, boats, ships, trains, aircraft except aircraft cabins, utility conduits, and utility boxes.

**4. Ornamental plants (Terrestrial Non-Food, Greenhouse Non-Food):** Ornamental herbaceous plants, ornamental woody shrubs and vines, ornamental and/or shade trees, ornamental non-flowering plants, and Christmas tree plantations.

**5. Turf and other outdoor areas (Domestic Outdoor, Terrestrial Non-Food):** Ornamental lawns and turf, commercial sod farms, golf courses. Non-cropped areas such as landscapes, recreation areas such as fairgrounds, race tracks, tennis courts, and parks.

2

6. Agricultural premises not accessible to livestock and around equipment (Indoor Non-Food, Terrestrial Non-Food): Around barns, chicken houses, and agricultural equipment.

7. Other uses: Uses for which the USEPA has accepted the required data and/or citations of data that the formulator has submitted in support of registration excluding any use strictly prohibited by this label. Uses for experimental purposes that are in compliance with the USEPA's requirements.

# Storage and Disposal

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

**PESTICIDE STORAGE:** Store product in original container only, away from other pesticides, fertilizer, food or feed.

**PESTICIDE DISPOSAL:** Do not contaminate water, food or feed by storage or disposal. Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

**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 sanitary landfill or by incineration if allowed by State and local authorities. If drum is contaminated and cannot be reused, dispose of in the same manner.

### CONDITION 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 must 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, presence of other materials or other influencing factors in the use of the product, which are beyond the control of Etigra, LLC or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold Etigra, LLC and Seller harmless for any claims relating to such factors.

Etigra, LLC 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 Etigra, LLC, and Buyer and User assume the risk of any such use. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ETIGRA, LLC 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, neither Etigra, LLC or Seller shall 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 ETIGRA, LLC 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 ETIGRA, LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT.

Etigra, LLC and Seller offer this product, and Buyer and User accept it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of Etigra, LLC.