

83520-6

02/16/2010

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
PREVENTION, PESTICIDES
AND
TOXIC SUBSTANCES

2-16-10

Jane Miller
Biologic Inc.
115 Obtuse Hill
Brookfield, Connecticut 06804

Subject: EPA Reg. 83520-6 / Glyphosate 62% Manufacturing Concentrate Label Amendment

Dear Ms. Miller:

The labeling referred to above is acceptable.

A stamped copy of the label is enclosed for your records. This label supersedes all previously accepted labels. If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA. Your release for shipment of the product constitutes acceptance of these conditions. If you have any questions please call Erik Kraft at 703-308-9358 or email at Kraft.Erik@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik Kraft".

Jim Tompkins
Product Manager 25
Herbicide Branch
Registration Division (7505P)

Glyphosate 62% MANUFACTURING CONCENTRATE

| |
|--|
| ACCEPTED |
| 2-16-10 |
| Under the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, for the pesticide registered under EPA Reg. No. 83520-6 |

ACTIVE INGREDIENT:

Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt 62.0%

OTHER INGREDIENTS: 38.0%

TOTAL 100.0%

Contains 769 grams per liter or 6.42 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 570 grams per liter or 4.75 pounds per U.S. gallon of the acid, glyphosate.

EPA Reg. No. 83520-6

EPA Est. No.

KEEP OUT OF REACH OF CHILDREN CAUTION

PRECAUTIONARY STATEMENTS

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 the EPA.

PHYSICAL OR CHEMICAL HAZARDS

Solutions of this product should be mixed, stored and applied only in stainless steel, aluminum, fiberglass, plastic and plastic-lined containers.
DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR TANKS. This product or solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

In case of: SPILL or LEAK, soak up and remove to a landfill.

**FOR CHEMICAL SPILL, LEAK FIRE, OR EXPOSURE
CALL CHEMTREC (800) 424-9300**

Manufactured by:
Axss USA, LLC
P.O. Box 337870
Greeley, CO 80633

NET CONTENTS: _____ GALS. _____ LBS.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store above 32°F (0°C) to keep from crystallizing. Crystals will settle to the bottom. If allowed to crystallize, warm to 68°F (20°C) and mix well or recirculate to redissolve before using.

For Bulk Pesticide Storage: Ground water contamination may be reduced by diking and flooring of permanent liquid bulk storage sites with an impermeable material.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product that cannot be used or chemically reprocessed must be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state or local procedures.

CONTAINER DISPOSAL: Non-refillable containers. Do not reuse or refill this container. Offer for recycling, if available. Triple rinse or pressure rinse container (or equivalent) promptly after emptying. Triple rinse as follows:

Non-refillable container less than or equal to 5 gallons: Empty the remaining contents into formulation equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into formulation equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

Non-refillable container greater than 5 gallons: Empty the remaining contents into formulation equipment or a mix tank and drain for 10 seconds after the flow begins to drip. 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 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 formulation equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times.

Pressure rinse as follows (all sizes): Empty the remaining contents into formulation equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over formulation equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Refillable container (250 gallon & bulk): Refill this container with pesticide only. Do not reuse this container for any other purpose. Empty containers retain vapor and product residue. Observe all labeled safeguards until container is cleaned, reconditioned or destroyed. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller.

To clean the container before final disposal, empty the remaining contents from the container into formulation equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with pump for 2 minutes. Pour or pump rinsate into formulation equipment or rinsate collection system. Repeat this rinsing process two more times.

DIRECTIONS FOR USE

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

This product may be reformulated or repackaged only into a herbicide for use on:

- **Fallow ground, pastures, sods, rangelands and noncrop areas including:** airports, apartment complexes, commercial sites, ditch banks, driveways, dry ditches, dry canals, fencerows, golf courses, greenhouses, industrial sites, landscape areas, lumber yards, manufacturing sites, municipal sites, natural areas, office complexes, ornamentals, parks, parking areas, pastures, petroleum tank farms and pumping installations, plant nurseries, public areas, railroads, rangeland, rights-of-way, roadsides, shadehouses, sod or turf seed farms, storage areas, sports complexes, substations, turfgrass areas, utility sites, warehouse areas, wildlife management areas, aquatic and wetland sites, recreational and public areas, eucalyptus and hybrid poplar production, farmsteads, forestry site preparation and release programs, site preparation or directed sprays to the floor of ornamental nurseries and Christmas tree farms, rights of way (ROW), Conservation Reserve Program (CRP), turfgrasses and grasses for seed production.
- **Residential Sites:** on and around driveways walkways, patios, and buildings; around fences, trees, shrubs, flower beds, vegetable and herb gardens and other areas in the yard; lawn restoration/renovation and garden plot preparation.
- **Vegetables, Root & Tuber, Crop Group 1:** arracacha; arrowroot; artichoke, Chinese; artichoke, Jerusalem; beet, garden; beet sugar; burdock, edible; canna, edible; carrot; cassava, bitter and sweet; celeric (celery root); chayote (root); chervil, turnip-rooted; chicory; chufa; dasheen (taro); ginger; ginseng; horseradish; leren; parsley, turnip-rooted; parsnip; potato; radish; radish, Oriental (daikon); rutabaga; salsify (oyster plant); salsify, black; salsify, Spanish; skirret; sweet potato; tanier (cocoyam); tumeric; turnip; yam bean; tam, true.
- **Vegetables, Leaves of Root and Tuber, Crop Group 2:** beet, garden; beet, sugar; burdock, edible; carrot; cassava, bitter and sweet; celeric (celery root); chervil, turnip-rooted; chicory; dasheen (taro); parsnip; radish; radish, oriental (daikon); rutabaga; salsify, black; sweet potato; tanier (cocoyam); turnip; yam, true.
- **Vegetables, Bulb, Crop Group 3:** garlic, bulb; garlic, great headed (elephant); leek; onion, dry bulb and green; onion, Welsh; shallot.
- **Vegetables, Leafy (except brassica), Crop Group 4:** amaranth (leafy amaranth, Chinese spinach, tampala); arugula (Roquette); cardoon; celery; celery, Chinese; celtuce; chervil; chrysanthemum, edible-leaved; chrysanthemum, garland; corn salad; cress, garden; cress, upland; dandelion; dock (sorrel); endive (escarole); fennel, Florence (finochio); lettuce, head and leaf; orach; parsley; purslane, garden; purslane, winter; radicchio (red chicory); rhubarb; spinach; spinach, New Zealand; spinach, vine (Malabar, spinach, Indian spinach); Swiss chard.
- **Vegetables, Leafy Brassica, Crop Group 5:** broccoli; broccoli, Chinese; broccoli raab (rapini); brussels sprouts; cabbage; cabbage, Chinese (bok choy); cabbage, Chinese (napa); cabbage, Chinese mustard (gai choy); cauliflower; cavalo broccolo; collards; kale; kohlrabi; mizuna; mustard greens; mustard spinach; rape greens.
- **Vegetables, Legumes, Crop Group 6:** bean (includes grain lupin, sweet lupin, white lupin, and white sweet lupin, field bean, kidney bean, lima bean, navy bean, pinto bean, runner bean, snap, bean,

teparry bean, wax bean, adzuki bean, asparagus bean, blackeyed pea, catjang, Chinese longbean, cowpea, Crowder pea, moth bean, mung bean, rice bean, southern pea, urd bean, yardlong bean); broad bean; chickpea (garbanzo bean); guar; jackbean; lablab bean; lentil; pea (including dwarf pea, edible-pod pea, English pea, field pea, garden pea, green pea, snow pea, sugar snap pea); pigeon pea, soybean, swordbean.

- **Vegetables, Foliage of Legume (except soybean), Crop Group 7A:** plant parts of any legume vegetable (except soybeans) included in the legume vegetables group that will be used as animal feed.
- **Vegetables, Fruiting, Crop Group 8:** eggplant; groundcherry; pepino; pepper (includes bell pepper, chili pepper, cooking pepper, pimento, sweet pepper); tomatillo; tomato.
- **Vegetables, Cucurbit, Group 9:** chayote (fruit); chinese waxgourd (Chinese preserving melon); citron melon; cucumber; gherkin; gourd, edible (includes hyotan, cucuzza, hechima, Chinese okra); *Momordica* spp. (including balsam apple, balsam pear, bitter melon, Chinese cucumber); muskmelon (hybrids and/or cultivars of *Cucumis melo*) (includes true cantaloupe, cantaloupe, casaba, crenshaw melon, golden pershaw melon, honeydew melon, honey balls, mango melon, Persian melon, pineapple melon, Santa Claus melon, and snake melon); pumpkin; squash, summer (includes crookneck, squash, scallop squash, straightneck squash, vegetable marrow, zucchini); squash, winter (includes acorn squash, butternut squash, calabaza, hubbard squash, spaghetti squash); watermelon (includes hybrids and/or varieties of *Citrullus lanatus*).
- **Fruits, Citrus, Crop Group 10:** calamondin; citrus citron; citrus hybrids (includes chironja, tangelo, tangor); grapefruit; kumquat; lemon; lime; mandarin (tangerine); orange, sour; orange, sweet; pummelo, satsuma mandarin.
- **Fruits, Pome, Crop Group 11:** apple; crabapple; loquat; mayhaw; pear; pear, oriental; quince.
- **Fruits, Stone, Crop Group 12:** apricot; cherry, sweet; cherry, tart; nectarine; peach; plum; plum, chickasaw; plum, damson; plum, Japanese; plumcot; prune (fresh).
- **Berries, Crop Group 13:** blackberry; blueberry, highbush and lowbush; currant; elderberry; gooseberry; huckleberry; loganberry; red and black raspberry; and cultivars and/or hybrids of these.
- **Tree Nuts, Crop Group 14:** almond; beech nut; Brazil nut; butternut; cashew; chestnut; chinquapin; filbert (hazelnut); hickory nut; macadamian nut (bush nut); pecan; walnut, black and English (Persian).
- **Grain, Cereal, Crop Group 15:** barley; buckwheat; corn; millet, pearl; millet, proso; oats; popcorn; rice; rye; sorghum (milo); teosinte; triticale; wheat; wild rice.
- **Grain, Cereal, Forage, Fodder and Straw, Crop Group 16:** forage, fodder and straw of all commodities included in the Grain, Cereal Group.
- **Grass, Forage, Fodder and Hay, Crop Group 17:** Bermuda grass; bluegrass; brome grass; fescue; and those included in the Grain, Cereal Group that will be fed to or grazed by livestock, all pasture and range grasses and grasses grown for hay or silage.
- **Animal Feed, Nongrass (Forage, Fodder, Straw and Hay), Crop Group 18:** alfalfa; bean, velvet; clover; kidzu; lespedeza; lupin; sainfoin; trefoil; vetch; vetch, crown; vetch, milk.
- **Herbs and Spices, Crop Group 19:** angelica; allspice; anise, seed; anise, star; annatto, seed; balm; borage; burnet; camomile; caper, buds; caraway; caraway, black; cardamom; cassia (buds); catnip;

celery, seed; chervil, dried; chive; chive, Chinese; clary; cinnamon, clove, buds; coriander (leaf and seed); costmary; culantro (leaf and seed); cumin; curry, leaf; dill, seed; dillweed; fennel, common; fennel, Florence (seed); fenugreek; grains of paradise; horehound; hyssop; juniper, berry; lavender; lemongrass; lovage (leaf and seed); mace; marigold; marjoram; mustard (seed); nasturtium; nutmeg; parsley, dried; pennyroyal; pepper, black; pepper, white; poppy, seed; rosemary; rue; saffron; sage; savory, summer and winter; sweet bay; tansy; tarragon; thyme; vanilla; wintergreen; woodruff and wormwood.

- **Tropical Crops:** acerola; ambarella; atemoya; avocado; banana (plantains); biriba; blimbe; breadfruit; canistel; cherimoya; cacao bean; coffee, bean; coconut; custard, apple; date, dried; durian; feijoa; figs; genip; Governor's plum; guava; iama; imbe; imbu; jaboticaba; jackfruit; longan; lychee; mango; mangosteen; marmaladebox; papaya; passionfruit; pawpaw; persimmons; pineapple; pomegranate; pulasan; rambutan; rose apple; sapodilla; sapote (black, mamey, white); soursop; Spanish lime; star apple; sugar apple; Surinam cherry; tea (dried and instant); tamarind; ti, leaves and roots; wax jambu;.
- **Miscellaneous Crops:** aloe vera; artichoke, globe; asparagus; bamboo, shoots; betelnut; borage, seed; cactus (fruit and pads); canola; chaya; cotton (excluding Roundup Ready) crambe, seed; cranberry; dokudami; epazote; flax (meal and seed); galangal, roots; ginger, white flower; gourd, Buffalo, seed; gow kee, leaves; grape; hops; jojoba (seed); Juneberry; kava, roots; kenaf, forage; kiwifruit; lesquerella, seed; leucaena, forage; meadowfoam, seed; mint (peppermint and spearmint); mioga, flower; noni; okra; olive; oregano, Mexican (leaves); palm heart; palm heart, leaves; palm, oil; peanuts; perilla, tops; pistachio; quinoa, grain; rapeseed, seed; safflower, seed; salal; sesame, seed; starfruit; stevia, dried leaves; strawberry; sugarcane; sunflower, seed; teff, grain; ugli fruit; wasabi, roots; water spinach, tops; watercress, upland; yacon, tuber.
- **Roundup Ready Crops:** Roundup Ready Alfalfa; Roundup Ready Canola; Roundup Ready Corn; Roundup Ready Cotton/Flex Cotton; Roundup Ready Soybeans; Roundup Ready Sugarbeets

CONDITIONS OF SALE AND WARRANTY

The **DIRECTIONS FOR USE** of this product reflect the opinion of experts based on field use and tests. The directions are believed to be reliable and must be followed carefully. However, it is impossible to eliminate all risks inherently associated with use of this product. To the extent consistent with applicable law, all such risks shall be assumed by the Buyer.

AXSS USA, LLC warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the Directions for Use subject to the inherent risks referred to above. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, AXSS USA, LLC MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO, AND THE BUYER SHALL BE SOLELY RESPONSIBLE FOR, ANY AND ALL LOSS OR DAMAGE WHICH RESULTS FROM THE USE OF THIS PRODUCT IN ANY MANNER WHICH IS INCONSISTENT WITH THE LABEL DIRECTIONS.**

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agreement in writing signed by a duly authorized representative of AXSS USA, LLC No employee or agent of AXSS USA, LLC or the Seller is authorized to vary or exceed the terms of this Warranty in any other manner.

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Any formulator or buyer who uses this product in formulations for any other than those stated in the Directions for Use above assumes all liability for claims and actions arising out of, connected with or resulting from such use and agrees by so using this product to indemnify and hold harmless the manufacturer from such claims and actions.

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