

83851-5

2/7/2011

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

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

FEB 07 2011

Ms. Ann M. Tillman
AmTide, LLC
c/o Pyxis Regulatory Consulting, Inc.
4110 136th St. NW
Gig Harbor, WA 98332

Subject: Amended Technical Label to Add Terrestrial Non-food Use Site
Technical Imidacloprid
EPA Reg. No. 83851-5
Your Submission date, November 9, 2010

Dear Ms. Tillman:

The labeling referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act is acceptable. A stamped copy of the label is enclosed for your records. Submit two (2) copies of your final printed labeling before you release the product for shipment. If there are questions call Dani Daniel at 703 305-5409.

Sincerely,

A handwritten signature in cursive script that reads "Venus Eagle".

Venus Eagle
Product Manager (01)
Insecticide-Rodenticide Branch
Registration Division (7504P)

Enclosure:

2024

Technical Imidacloprid
FOR MANUFACTURING USE ONLY

ACTIVE INGREDIENT:

Imidacloprid,

1-[(6-chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine 99.0%

OTHER INGREDIENTS: 1.0%

TOTAL: 100.0%

KEEP OUT OF REACH OF CHILDREN
CAUTION

FIRST AID	
If swallowed:	<ul style="list-style-type: none">• 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.
NOTE TO PHYSICIAN	
No specific antidote is available. Treat 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 Chemtrec at 1-800-424-9300 for emergency medical treatment information.	

EPA Reg. No. 83851-5

EPA Est. No.

Manufactured for:

AmTide LLC

21 Hubble

Irvine, CA 92618

Net Weight:

ACCEPTED

FEB 07 2011

**Under the Federal Insecticide, Fungicide,
and Rodenticide Act, as amended, for the
pesticide registered under:**

EPA. Reg. No: 83851-5

3044

**PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS
WARNING**

Harmful if swallowed. Wash thoroughly with soap and water after handling and before eating, drinking, or using tobacco. Wear long-sleeved shirt and long pants, socks, shoes and chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton.

ENVIRONMENTAL HAZARDS

This product is highly toxic to aquatic invertebrates. Keep out of lakes, streams, or ponds. 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. This product is to be used only for formulation into registered insecticide products and is not for resale under this label.

Instructions to Formulators: This technical product may be used to manufacture insecticide end-use products for:

- 1) Terrestrial Non-Food Crop, Residential and Commercial Outdoor (including Greenhouses): lawn, turf and ornamentals in and around residential or commercial buildings;
- 2) Residential and Commercial Indoor Non-Food: Greenhouse ornamentals
- 3) Terrestrial Non-food Crop Use, Domestic Indoor & Outdoor Use: companion animals.
- 4) Indoor Non-food Use: Technical Imidacloprid can be formulated into end-use aqueous and solvent system products for pressure treatment of wood products [millwork (window frames, wood doors, doorframes, etc.), in-ground contact uses (wood products - pilings, telephone poles, wood building materials, etc.); sapstain control (fresh-cut lumber)] to protect against termites.
- 5) Uses for which U. S. EPA has accepted the required data and/or citation of data that the formulator has submitted in support of registration;
- 6) Uses for experimental purposes that are in compliance with U.S. EPA requirements; and
- 7) Terrestrial Food Crops, including:

Barley
Head and Stem *Brassica* Vegetables
Bushberries
Canola
Citrus (containerized and field)
Cotton
Cranberries
Fruiting Vegetables
Grapes
Greenhouse Vegetables (tomato, cucumber)
Hops
Leafy Petiole Vegetables
Leafy Vegetables
Legume Vegetables

Pecan
Pome Fruits
Potato (including seed piece treatment)
Root Vegetables
Strawberries
Stone Fruit
Sugarbeet
Tobacco
Tuberous and Corm Vegetables
Tropical Fruits
Oats
Rye
Sorghum
Wheat

40FL

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in a cool, dry place away from food, drink and animal feeding stuffs. If spilled, do not flush to waterways (see Environmental Hazards). Carefully collect and containerize spilled material in a manner that produces the least amount of airborne dust. Suitable protective equipment should be worn during any spill cleanup operation (see Precautionary Statements). Residual surface material may be removed with towels moistened with methanol.

PESTICIDE DISPOSAL: Pesticide wastes are acutely hazardous. Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL:

Container Disposal – **Liner:** Nonrefillable container. Do not reuse or refill this container. Completely empty liner into application equipment by shaking and tapping sides and bottom to loosen clinging particles. When completely empty offer for recycling if available or dispose of liner in a sanitary landfill.

Container Disposal – **Outer Drum:** Nonrefillable container. Do not reuse or refill this container. When completely empty offer for recycling if available or dispose of box in a sanitary landfill.

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 AmTide LLC or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold AmTide LLC and Seller harmless for any claims relating to such factors.

AmTide 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 AmTide LLC, and Buyer and User assume the risk of any such use. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, AMTIDE 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 AmTide 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 AMTIDE 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 AMTIDE LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

AmTide 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 AmTide LLC.

Label Code No.
Draft: 11/9/2010