UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, D.C. 20460-0001



OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

APR 1 1 2013

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

Subject:

Amendment to delete use on companion animals from the label

EPA Registration No.: 83851-5

Primary Brand Name: Technical Imidacloprid

Submission Date: April 4, 2013

Decision No.: 477423

Dear Ms. Tillman:

The label referred to above, submitted under FIFRA, as amended, is <u>acceptable</u>. Please submit one final printed copy for the above mentioned label before releasing the product for shipment. If you have any questions, please contact Gene Benbow at (703) 347-0235 or via email at benbow.gene@epa.gov.

Sincerely,

Venus Eagle

Product Manager 01

Insecticide-Rodenticide Branch Registration Division (7505P)

Technical Imidacloprid FOR MANUFACTURING USE ONLY

ACTIVE INGREDIENT:

Imidacloprid,	
1-[(6-chloro-3-pyridinyl)methyl]- <i>N</i> -nitro-2-imidazolidinimine	99.0%
OTHER INGREDIENTS:	<u>1.0%</u>
TOTAL:	100.0%

KEEP OUT OF REACH OF CHILDREN CAUTION

FIRST AID • 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 Chemtree 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

APR 11 2013

Under the Rederal Insecticide, Pungicide, and Rodenticide Act, as assended, for the pesticide Registered under ERA ROB No. \$3851-5

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS CAUTION

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 (trees, shrubs, evergreens, flowers, foliage plants, groundcovers) in and around residential or commercial buildings; Christmas trees; Poplar/Cottonwood trees.
- 2) Residential and Commercial Indoor Non-Food: Greenhouse ornamentals; interior plantscapes
- 3) 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.
- 4) Terrestrial Food Crops, including:

Artichoke (Globe)

Banana & Plantain

Bushberry Crop Subgroup

Brassica (Cole) Crop Group

Bulb Vegetables Crop Group

Caneberry

Canola

Cereal Grain Crop Group (barley, oat, rye, sorghum,

wheat), excluding rice

Citrus Crop Group (containerized and field)

Coffee

Cotton

Cranberry

Cucurbit Crop Group

Fruiting Vegetable Crop Group

Grapes

Greenhouse Vegetables (tomato, cucumber)

Herb Crop Subgroup 19A

Hops

Leafy Petiole Vegetables Crop Subgroup

Leafy Vegetables Crop Subgroup

Legume Vegetables Crop Group, except soybean

Peanuts

Pome Fruit Crop Group

Pomegranate

Potato (including seed piece treatment)

Root and Tuber Vegetables Crop Subgroup, except

sugar beet Soybean Strawberry

Stone Fruit Crop Group

Sugar Beet Tobacco

Tree Nut Crop Group, excluding Almonds

Tropical Fruit (Acerola, Atemoya, Avocado, Black sapote, Canistel, Cherimoya, Custard apple, Feijoa, Jaboticaba, Guava, Llama, Longan, Lychee, Mamey

sapote, Mango, Papaya, Passionfruit, Persimmon, Pulasan, Rambutan, Sapodilla, Soursop, Spanish lime, Star apple, Starfruit, Sugar apple, Wax jambu)

- 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

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 HANDLING: 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. **Outer Drum**: Nonrefillable container. Do not reuse or refill this container. When completely empty offer for recycling if available or dispose of drum 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. To the extent consistent with applicable law, 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.] [Approval date]