

### U.S. ENVIRONMENTAL PROTECTION AGENCY

Office of Pesticide Programs Registration Division (7505P) 1200 Pennsylvania Ave., N.W. Washington, D.C. 20460

NOTICE OF PESTICIDE:

X Registration
Reregistration
(under FIFRA, as amended)

EPA Reg. Number:

Date of Issuance:

84229-17

AUG 3 1 2010

Term of Issuance: Conditional

Name of Pesticide Product:

**Tide Technical Propiconazole** 

Name and Address of Registrant (include ZIP Code): Tide International USA, Inc. c/o Pyxis Regulatory Consulting, Inc. 4110 136<sup>th</sup> Street. NW Gig Harbor, WA 98332

Note: Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the labove EPA registration number:

On the basis of information furnished by the registrant, the above named pesticide is hereby registered under the Federal Insecticide, Fungicide and Rodenticide Act. Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.

This product is conditionally registered in accordance with FIFRA section 3(c)(7)(A) provided that you:

1. Submit and/or cite all data required for registration of your product under FIFRA sec 3(c)(5) when the Agency requires all registrants of similar products to submit such data; and submit acceptable responses required for reregistration of your product under FIFRA section 4.

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Signature of Approving Official:.

Erik Kraft, Acting Product Manager (20)

Fungicide Branch, Registration Division (7505P)

Date:

AUG 3 1 2010

EPA Form 8570-6

- 2. Revise the "EPA Registration Number to read, "EPA Reg. No. 84229-17.
- 3. Submit one copy of the revised final printed label for the record before the product is released for shipment.
- 4. On page 3 under Condition of Sale and Limitation of Warranty and Liability, add the words "To the extent consistent with applicable law" in the following locations:
  - a. In the third paragraph at the beginning of the second sentence so that it reads, "To the extent consistent with applicable law this warranty does not extend to the use..."
  - b. In the third paragraph at the beginning of the third sentence so that it reads, "To the extent consistent with applicable law, Tide International USA, Inc. MAKES NO WARRANTIES..."

If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6(e). Your release for shipment of the product constitutes acceptance of these conditions.

A stamped copy of the label is enclosed for your records.

Sincerely

Érik Kraft

Acting Product Manager (20)

Fungicide Branch

Registration Division (7504P)

### **Tide Technical Propiconazole**

### FOR FORMULATION USE ONLY

ACTIVE INGREDIENT:

Propiconazole: 1-[[2-(2,4-dichlorophenyl)-4-propyl-1,3-dioxolan-2-yl]
methyl]-1*H*-1,2,4-triazole 98.5%

OTHER INGREDIENTS: 100.0%

## KEEP OUT OF REACH OF CHILDREN WARNING/AVISO

Si usted no entiende la etiqueta, busque a algiuen 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 in eyes:	<ul> <li>Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>Call a poison control center or doctor for treatment advice.</li> </ul>
If on skin or clothing:	<ul> <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>
If swallowed:	<ul> <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>
If inhaled:	<ul> <li>Move person to fresh air.</li> <li>If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth if possible.</li> <li>Call a poison control center or doctor for further treatment advice.</li> </ul>
	HOT LINE NUMBER
Have the produc	ct container or label with you when calling a poison control center or doctor, or

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.

EPA Reg. No. 84229-

EPA Est. No.

Manufactured for: Tide International USA, LLC 21 Hubble Irvine, CA 92618 USA

**Net Weight:** 

ACCEPTED with COMMENTS In EPA Letter 2018d:

Under the Federal Insecticide, Fungicide, and Rodenticide Act as amended, for the pesticide registered under EPA Reg. No.

84229-17

# PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS WARNING

Causes substantial but temporary eye injury. Do not get in eyes or on clothing. Wear protective eyewear (goggles, face shield or safety glasses). Harmful if swallowed. Wash thoroughly after handling and before eating, drinking, chewing gum or using tobacco. Remove and wash contaminated clothing before reuse.

### **ENVIRONMENTAL HAZARDS**

This product is toxic to fish and shrimp. Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. 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.

Only for formulation into fungicides for the following uses:

(1)			
• •	Almonds	Filberts	Sorghum
	Banana and Plantain	Grasses grown for Seed (ID, MN, NE, OR and WA only)	Soybeans
	Berry Crop Group	Onions (dry bulb and green)	Stone Fruit
	Carrots	Peanuts	Strawberry
	Celery and Leaf Petiole Subgroup	Pecans	Sugar Beet
	Cereals (Barley, Oats, Rye, Triticale, Wheat)	Peppermint and Spearmint	Sugarcane
	Citrus (Non-bearing)	Pineapple (HI only)	Tree Nuts
	Corn (Field, Seed, Pop, Sweet)	Pistachio	Turf and Ornamental
	Cranberries (OR, WA, WI only)	Rice	Wild Rice (MN only)

<sup>(2)</sup> uses for which USEPA has accepted the required data and/or citations of data that the formulator has submitted in support of registration; and (3) uses for experimental purposes that are in compliance with USEPA.

### STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in original container only.

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

**CONTAINER DISPOSAL:** Nonrefillable container. Do not reuse or refill this container. Completely empty liner by shaking and tapping sides and bottom to loosen clinging particles. Then dispose of liner in a sanitary landfill or by incineration if allowed by state and local authorities. Offer drum for recycling if available. If drum is contaminated and cannot be reused, dispose of it in the manner required for its liner.

### 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 Tide International USA, Inc. 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 Tide International USA, Inc. and Seller harmless for any claims relating to such factors.

Tide International USA, 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 Tide International USA, Inc., and Buyer and User assume the risk of any such use. Tide International USA, 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, neither Tide International USA, Inc. 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 TIDE INTERNATIONAL USA, 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 TIDE INTERNATIONAL USA, INC. OR SELLER, THE REPLACEMENT OF THE PRODUCT.

Tide International USA, Inc. 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 Tide International USA, Inc.

[EPA approval date]