

85317-2

8/24/2009

1 of 8



U.S. ENVIRONMENTAL PROTECTION AGENCY

Office of Pesticide Programs
Registration Division (H7505P)
1200 Pennsylvania Avenue NW
Washington, D.C. 20460

NOTICE OF PESTICIDE:

☒ Registration
☐ Reregistration

(under FIFRA, as amended)

EPA Reg.
Number:

85317-2

Date of Issuance:

Term of Issuance: Conditional

Name of Pesticide Product:

Max-Aba Imidacloprid
Technical

Name and Address of Registrant (include ZIP Code):

Mr. James M. Wagner
Max-Aba LLC
c/o Wagner Regulatory Associates, Inc.
P.O. Box 640
Hockessin, DE 19707

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 above EPA registration number.

On the basis of information furnished by the registrant, the above named pesticide is hereby registered/reregistered 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 sec. 3(c)(7)(A). Once a pesticide is registered, however, it is not regarded as permanently acceptable. Registration does not eliminate the need for continual reassessment of pesticides. If the Agency determines that, at any time, additional data are required to maintain in effect an existing registration, the Agency will require submission of such data under FIFRA section (3)(c)(2)(B).

1. Revise the EPA Registration Number to read, EPA Reg. No. "85317-2".

Signature of Approving Official:

Venus Eagle
Product Manager 01
Insecticide-Rodenticide Branch
Registration Division (7505P)

Date:

AUG 24 2009

Page Two
85317-2

2. On page 1 under the company's name and address add the company's phone number.
3. Also on page 1 based upon the acute toxicity data only the **"If Swallowed"** is necessary. However you may keep the additional **"First Aid"** statements if you like.
4. On page 2 revise the **"Hazards to Humans and Domestic Animals"** to read: **"May be fatal if swallowed. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove contaminated ...reuse."**
5. Within eighteen months of the date of this registration notice, submit data for guidelines 830.7050 (UV-VIS) and 830.7550 (partition coefficient). The waiver request for these guidelines is not acceptable.
6. Within eighteen months of the date of this registration, submit to the Agency the required one year storage stability study guideline (830.6317) for the proposed product under warehouse conditions. The corrosion characteristics study guideline (830.6320) may be carried out concurrently. It is recommended that observations be made at 0, 3, 6, 9, and 12 months.
7. Submit two copies of your final printed label before you release the product for shipment. 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 constitute acceptance of these conditions.

A stamped copy of the label is enclosed for your records. If you have any questions regarding this notice contact Dani Daniel at 703 305-5409.

Max-Aba Imidacloprid Technical

For Use in the Manufacture of Insecticides

Active Ingredient:

Imidacloprid 1-[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine 98.3%

Inert Ingredients: 1.7%**Total:** 100.0%

EPA Reg. No. 85317-

EPA Est. No. 84456-CHN-001

Manufactured for:

Max-Aba LLC**2651 Woodwind Lane****Lakeland, FL 33812**ACCEPTED
With COMMENTS
In EPA Letter Dated:**AUG 24 2009**Under the Federal Insecticide, Fungicide
and Rodenticide Act, As amended, for the
pesticide Registered under EPA Reg. No:85317-2**WARNING****KEEP OUT OF REACH OF CHILDREN****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 a poison control center or doctor. • Do not give anything by mouth to an unconscious person.
IF INHALED	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. • Call a poison control center or doctor for further treatment advice.
IF ON SKIN OR CLOTHING	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15 to 20 minutes. • Call a poison control center or doctor for treatment advice.
IF IN EYES	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15 to 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.
Have a product container or label with you when calling a poison control center or doctor, or going for treatment.	
Note to Physician: No specific antidote is available. Treat symptomatically.	

Net Contents: 600, 840 kilograms

4098

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

WARNING

May cause substantial but temporary eye injury. Avoid contact with skin. May be fatal if inhaled. Harmful if swallowed or absorbed through skin. Do not breathe dust or vapor. Do not get in eyes, on skin or on clothing. Wash thoroughly with soap and warm water after handling and before eating, drinking, chewing gum or using tobacco. Remove contaminated clothing and wash before reuse.

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.

Formulators are responsible for obtaining registration with the U.S. Environmental Protection Agency for their formulated products. Imidacloprid Technical is intended for formulation into end use products for:

Terrestrial Field Crops: Cotton, Potato (including seed piece treatment), tobacco

Vegetable and Small Fruit Crops (Field and Planthouse):

Cucurbit Vegetables Including: Chayote (fruit), Chinese waxgourd (Chinese preserving melon), Citron melon, Cuban pumpkin, Cucumber, Gherkin, Gourd (edible, includes hyotan, cucuzza, hechima, Chinese okra), *Momordica* spp. (includes balsam apple, balsam pear, bitter melon, Chinese cucumber), Muskmelon (hybrids and/or cultivars of *Cucumis melo* including true cantaloupe, cantaloupe, casaba, Crenshaw melon, golden pershaw melon, honeydew melon, honey balls, mango melon, Persian melon, pineapple melon, Santa claus melon, snake melon and Winter melon), Pumpkin, Squash (includes summer squash types such as: butternut squash, calabaza, crookneck squash, Hubbard squash, scallop squash, straightneck squash, vegetable marrow and zucchini, and winter squash types such as acorn squash and spaghetti squash, Watermelon (includes hybrids and/or varieties of *Citrullus lanatus*).

Herbs, including: Angelica, Balm (lemon balm), Basil (fresh and dried), Borage, Bumet, Camomile, Catnip, Chervil (dried), Chinese chive, Chive, Clary, Coriander (cilantro or Chinese parsley leaves), Costmary, Culantro (leaf), Curry (leaf), Dillweed, Horehound, Hyssop, Lavender, Lemongrass, Lovage (leaf), Marigold, Marjoram, Nasturtium, Parsley (dried), Pennyroyal, Rosemary, Rue, Sage, Savory (summer and winter), Sweet bay (bay leaf), Tansy, Tarragon, Thyme, Wintergreen, Woodruff, Wormwood.

Greenhouse Vegetables (mature plants in production greenhouses only): Cucumber, Tomato.

Brassica (Cole) Leafy Vegetables: Broccoli, Broccoli raab (*rapini*), Brussels sprouts, Cabbage, Cauliflower, Cavalo broccoli, Chinese (*gai lon*) broccoli, Chinese (*bok choy*) cabbage, Chinese (*napa*) cabbage, Chinese mustard (*gai choy*) cabbage, Collards, Kale, Kohlrabi, Mizuna, Mustard Greens, Mustard spinach, Rape greens, Turnip.

Leafy Green Vegetables: Amaranth (leafy amaranth, Chinese spinach, tampala), Arugula (Roquette), Chervil, Chrysanthemum (edible leaved and garland), Corn salad, Cress (garden), Cress (upland, yellow rocket, winter cress), Dandelion, Dock (sorrel), Endive (escarole), Lettuce (head and leaf), Orach, Parsley, Purslane (garden and winter), Raddicchio (red chicory), Spinach (including New Zealand and vine (Malabar spinach, Indian spinach), Watercress (commercial production only, applications must not be made to native cress growing in streams or other bodies of water), Watercress (upland).

Leafy Petiole Vegetables: Cardoon, Celery, Celtuce, Chinese celery (fresh leaves and stalk only), Florence fennel (including sweet anise, sweet fennel, Finocchio), Rhubarb, Swiss chard.

Legume Vegetables (Edible Podded and Succulent Shelled Pea and Bean and Dried Shelled Pea and Bean): Bean (*Lupinus spp.*, includes grain lupin, sweet lupin, white lupin, and white sweet lupin). Bean (*Phaseolus spp.*) includes field bean, kidney bean, lima bean, navy bean, pinto bean, runner bean, snap bean, tepary bean, wax bean), Bean (*Vigna spp.*) includes adjuki bean, asparagus bean, blackeyed pea, catjang, Chinese longbean, cowpea, Crowder pea, moth bean, mung bean, rice bean, Southern pea, urd bean, yardlong bean. Pea (*Pisum spp.*) includes dwarf pea, edible-pod pea, English pea, field pea, garden pea, green pea, snow pea, sugar snap pea. Other Beans and Peas (Broad Bean (fava), Chickpea (garbanzo bean), Guar, Jackbean, Lablab bean (hyacinth bean), Lentil, Pigeon pea, Soybean (immature seed), Sword bean).

Root, Tuberous and Corm Vegetables: Arracacha, Arrowroot, Artichoke (Chinese and Jerusalem), Beet (Garden), Burdock (edible), Canna (edible, Queensland arrowroot), carrot, Cassava (bitter & sweet), Celeriac, Chayote (root), Chervil (turnip-rooted), Chickory, chufa, Dasheen (taro), Ginger, Ginseng, Horseradish, Leren, Parsley (turnip-rooted), Parsnip, Radish, Oriental radish (diakon), Rutabaga, Salsify (black), Salsify (oyster plant), Salsify (Spanish), Skirret, Sweet Potato, Tanier (cocoyam), Tumeric, Turnip, Yam bean (jicama, manioc pea), Yam (true).

Annual and Perennial Crops: Cranberry, Globe Artichoke, Hop, Strawberry, Sugarbeet.

Tree, Bush and Vine Crops: Bushberry (Blueberry, Currant, Elderberry, Gooseberry, Huckleberry, Juneberry, Ligonberry, Salal), Grape (Including American bunch grape, Muscadine grape and Vinifera grape).

Banana and Plantain

Coffee

Citrus (Field and Containerized): Calamondin, Citrus citron, Citrus hybrids (includes chironja, tangelo and tangor), Grapefruit, Kumquat, Lemon, Lime, Mandarin (tangerine), Pummelo,

6048

Orange (sweet and sour), Satsuma mandarin, White sapote (*Casimiroa spp.*), and other cultivars and/or hybrids of these.

Pome Fruit: Apple, Crabapple, Loquat, Mayhaw, Pear (including Oriental pear), Quince.

Pomegranate

Tree Nuts: Almond, Beechnut, Brazil nut, butternut, Cashew, Chestnut, Chinquapin, Filbert, Hickory nut, Macadamia nut, Pecan, Pistachio, Walnut (black and English).

Stone Fruit: Apricot, Cherry (including sweet and tart), nectarine, Peach, Plum (including Chickasaw, Damson and Japanese), Plumcot, Prune (fresh and dried).

Tropical Fruit: Acerola, Atemoya, Avocado, Birida, Black sapote, Canistel, Cherimoya, Custard apple, Feijoa, Jaboticaba, Guava, Liama, Longan, Lychee, Mamey sapote, Mango, Papaya, Passionfruit, Persimmon, Pulasan, Rambutan, Sapodilla, Soursop, Spanish lime, Star apple, Starfruit, Sugar apple, Wax jambu.

Outdoor Residential (For use on in and around commercial and residential areas): Pome Fruits, Apple, Crabapple, Grapes, Loquat, Mayhaw, Pear, Pear (Oriental), Quince, Pecans.

Terrestrial Non-Food Crops (Including Domestic Outdoor): Nursery (Commercial), Ornamentals (trees, shrubs, evergreens, flowers, foliage plants, ground covers, including field grown and plants grown in benches, shade houses, beds, containers (including flats), woody and herbaceous species; Interiorscapes, Plantscapes (including domestic residential plantings). Industrial sites, lawn and turf grasses.

Forestry: Forest and Forest Nurseries (Including forest trees and forest nursery floor weeds), Christmas Tree, Cotton Wood, Poplar (Includes members of the genus *Populus* grown for pulp or timber).

Greenhouse Food Crop: Nursery and Vegetable Plants (Field grown and plants grown in benches, beds, containers (including flats)).

Greenhouse Non-Food Crops: Nursery Ornamentals, Flowers, Ground Covers, Interiorscapes, Plantscapes (Including field grown or plants grown in benches, beds, containers (including flats), woody and herbaceous species.

Domestic Indoor/Outdoor: Wood and Wood Structure Protection: Preconstruction and Postconstruction termiticide use.

Labeling for products formulated from this product must conform to that which is currently registered with the U.S. Environmental Protection Agency. For specific information on federally registered uses, contact Max-Aba LLC. Any variance from the federally registered labeling for products containing Imidacloprid will have to be supported by data provided by the formulator.

7048

STORAGE AND DISPOSAL

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

Pesticide Storage: Store in a cool dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area.

Handle and open container in a manner as to prevent spillage. If the container is leaking or material is spilled for any reason or cause, carefully connect and containerize spilled material in a manner that produces the least amount of airborne dust. Refer to Precautionary Statements on label for hazards associated with the handling of this material. Suitable protective equipment should be worn during any spill cleanup operation. In spill or leak incidents, keep unauthorized people away.

Pesticide Disposal: Pesticide wastes are toxic. Improper disposal of excess pesticide, or rinsate is a violation of Federal law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container Disposal: Nonrefillable container. Do not refill or reuse the container. Do not use container in connection with food, feed, or drinking water. Completely empty container into the processing equipment. Then dispose of empty container in a sanitary landfill or by incineration, or, if allowed, by State and local authorities, by burning. If burned, stay out of smoke.

LIMIT OF WARRANTY AND LIABILITY

READ THE ENTIRE DIRECTIONS FOR USE AND CONDITIONS FOR 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.

Max-Aba LLC warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes set forth in the Complete Directions for Use label booklet ("Directions") when used in accordance with those Directions under the conditions described therein.

The Directions for Use of this product must be followed carefully. It is possible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of this product, which are beyond the control of Max-Aba LLC or Seller.

NO OTHER EXPRESS WARRANTY OR IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE.

This warranty is also subject to the conditions and limitations stated herein. Buyer and all users shall promptly notify Max-Aba LLC of any claims whether based in contract, negligence, strict liability, other tort or otherwise.

Buyer and all users are responsible for all loss or damage from use or handling which results from conditions beyond the control of Max-Aba LLC, including, but not limited to, incompatibility with products other than those set forth in the Directions, application to or contact with desirable vegetation, unusual weather, weather conditions which are outside the range considered normal at the application site and for the time period when the product is applied, as well as weather

conditions which are outside the application ranges set forth in the Directions, application in any manner not explicitly set forth in the Directions, moisture conditions outside the moisture range specified in the Directions, or the presence of products other than those set forth in the Directions in or on the soil, crop or treated vegetation.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE LIMIT OF THE LIABILITY OF MAX-ABA LLC OR ANY OTHER SELLER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL BE THE PURCHASE PRICE PAID BY THE USER OR BUYER FOR THE QUANTITY OF PRODUCT INVOLVED, OR, AT THE ELECTION OF MAX-ABA LLC OR ANY OTHER SELLER, THE REPLACEMENT OF SUCH QUANTITY, OR, IF NOT ACQUIRED BY PURCHASE, REPLACEMENT OF SUCH QUANTITY. IN NO EVENT SHALL MAX-ABA LLC OR ANY OTHER SELLER BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL OR SPECIAL DAMAGES.

Buyer and all users are deemed to have accepted the terms of this LIMIT OF WARRANTY AND LIABILITY which may not be varied by any verbal or written agreement.