



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

March 1, 2018

Ms. Keeva Shultz
Agent for RedEagle International LLC
RedEagle International LLC
c/o Wagner Regulatory Associates, Inc.
P.O. Box 640
Hockessin, DE 19707

Subject: Label Amendment – Add New Crop/Uses
Product Name: **Flumioxazin Technical**
EPA Registration Number: 85678-32
Application Date: November 15, 2017
Decision Number: 536309

Dear Ms. Shultz:

The amended label referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, is acceptable. This approval does not affect any conditions that were previously imposed on this registration. You continue to be subject to existing conditions on your registration and any deadlines connected with them.

A stamped copy of your labeling is enclosed for your records. This labeling supersedes all previously accepted labeling. You must submit one copy of the final printed labeling before you release the product for shipment with the new labeling. In accordance with 40 CFR 152.130(c), you may distribute or sell this product under the previously approved labeling for 18 months from the date of this letter. After 18 months, you may only distribute or sell this product if it bears this new revised labeling or subsequently approved labeling. "To distribute or sell" is defined under FIFRA section 2(gg) and its implementing regulation at 40 CFR 152.3.

Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under the Federal Insecticide Fungicide and Rodenticide Act and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) list examples of statements EPA may consider false or misleading. In addition, regardless of whether a website is referenced on your product's label, claims made on the website may not substantially differ from those claims approved through the registration process. Therefore, should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA's Office of Enforcement and Compliance.

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

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with FIFRA section 6. If you have any questions, please contact Eleanor Thornton by phone at 703-305-6799, or via email at Thornton.eleanor@epa.gov.

A handwritten signature in black ink that reads "Shaja B. Joyner". The signature is written in a cursive, flowing style.

Shaja B. Joyner, Product Manager 20
Fungicide-Herbicide Branch
Registration Division 7505P

Enclosure

ACCEPTED

03/01/2018

Under the Federal Insecticide, Fungicide
and Rodenticide Act as amended, for the
pesticide registered under
EPA Reg. No. 85678-32

FLUMIOXAZIN TECHNICAL

THIS HERBICIDE FOR FORMULATING USE ONLY

ACTIVE INGREDIENT:

Flumioxazin* 98.3%

OTHER INGREDIENTS: 1.7%**TOTAL:** **100.0%**

*2-[7-fluoro-3,4-dihydro-3-oxo-4-(2-propyn-1-yl)-2H-1,4-benzoxazin-6-yl]-4,5,6,7-tetrahydro-1H-isoindole-1,3(2H)-dione

EPA Reg. No. 85678-32**EPA Est. No.****Net Contents:**

KEEP OUT OF REACH OF CHILDREN

CAUTION - PRECAUCION

Si usted no entiende la etiqueta, busque a alguien 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 ON SKIN OR CLOTHING - 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 INHALED - 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 IN EYES - Hold eye open, then 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.

HOT LINE NUMBER

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For 24-Hour Medical Emergency Assistance (Human or Animal) call: **1-800-222-1222**. For Chemical Emergency Assistance (Spill, Leak, Fire, or Accident) call CHEMTREC: **1-800-424-9300**.

[Optional referral statements when booklets and container labels are used:

See Panel for First Aid Instructions and booklet for complete Precautionary Statements and Directions for Use.

See label booklet for complete Precautionary Statements, Directions For Use, and Storage and Disposal.

See label booklet for additional Precautionary Statements Directions For Use, and Storage and Disposal.

See label booklet for complete Directions For Use.]

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS
CAUTION

Harmful absorbed through skin or inhaled. Causes moderate eye irritation. Avoid breathing dust. Avoid contact with skin, eyes, or clothing.

ENVIRONMENTAL HAZARDS

This product is toxic to non-target plants and aquatic invertebrates. 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.

INSTRUCTIONS FOR FORMULATION

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

READ ENTIRE LABEL. USE STRICTLY IN ACCORDANCE WITH PRECAUTIONARY STATEMENTS AND DIRECTIONS AND WITH APPLICABLE STATE AND FEDERAL REGULATIONS.

FOR FORMULATION OF FLUMIOXAZIN CONTAINING HERBICIDE PRODUCTS ONLY.

This product is intended only for use in the formulation of flumioxazin herbicide containing products. Products formulated with Flumioxazin Technical will require registration with the Environmental Protection Agency.

DIRECTIONS FOR USE

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

Read the entire label before using this product. Use strictly in accordance with label precautionary statements and directions. Only for formulation into herbicide products intended for the following uses.

Terrestrial Food Uses On

Individual Crop Uses: Alfalfa, Globe Artichoke, Asparagus, Cactus (Prickly pear), Citrus oil, Celery, Cotton, Field Corn, Garlic, Hops, Mint, Olive, Peanut, Shallot (dry bulb), Pomegranate, Soybean, Sugarcane and Wheat.

Crop Group Uses

Tuberous and Corm Vegetables (Subgroup No 1C): Arracacha, Arrowroot, Chinese Artichoke, Jerusalem Artichoke, Bitter and Sweet Cassava, Chayote (Root), Chufa, Dasheen (Taro), Ginger, Leren, Potato, Sweet Potato, Tanier, Turmeric, Bean Yam, and True Yam.

Bulb Onion (Subgroup 3-07A): Bulb Daylily; Bulb Fritillaria; Bulb Garlic; Bulb Great-Headed Garlic; Bulb Serpent; Bulb Lily; Bulb Onion; Bulb Chinese Onion; Pearl Onion; Bulb Potato Onion; Bulb Shallot; cultivars, varieties and/or hybrids of these.

Leaf Petioles (Subgroup 4B): Cardoon; Celery; Celery, Chinese; Celtuce; Fennel, Florence; Rhubarb; Swiss chard

Brassica Head and Stem Vegetable Group 5-16: Broccoli; Brussels sprouts; Cabbage, Chinese, Napa; Cauliflower; cultivars, varieties and/or hybrids of these.

Dried Shelled Pea and Bean (except Soybean) (Subgroup 6C): Dried cultivars of Bean (*Lupinus*); Bean (*Phaseolus*) (includes Field Bean, Kidney Bean, Lima Bean (dry), Navy Bean, Pinto Bean, Tepary Bean, Bean (*Vigna*) (includes Adzuki Bean, Blackeyed Pea, Catjang, Cowpea, Crowder Pea, Moth Bean, Mung Bean, Rice Bean, Southern Pea, Urd Bean, Broad Bean (dry), Chickpea, Guar, Lablab Bean, Lentil, Pea (*Pisum*) (includes Field Pea), Pigeon Pea.

Fruiting Vegetables including okra (except cucurbits) (Crop Group 8-10): Eggplant, Bush Tomato; Bell Pepper; Cocona; Carrant Tomato; Eggplant; Garden Huckleberry; Goji Berry; Groundcherry (*Physalis* Spp.), Martynia; Naranjilla; Okra; Pea Eggplant; Pepino, Pepper (Includes Bell Pepper, Chili Pepper, Cooking Pepper, Pimento, Sweet Pepper), Nonbell Pepper; Roselle; Scarlet Eggplant; Sunberry; Tomatillo, Tomato, Tree Tomato; cultivars, varieties and/or hybrids of these.

Cucurbit Vegetables (Crop Group 9): Chayote (fruit); Chinese Waxgourd (Chinese Preserving Melon); Citron Melon; Cucumber; Gherkin; Gourd, Edible (includes Hyotan, Cucuzza, Hechima, Chinese Okra); *Momordica* spp. (includes Balsam Apple, Balsam Pear, Bittermelon, Chinese Cucumber); Muskmelon (includes Cantaloupe); Pumpkin; Squash, Summer; Squash, Winter (includes Butternut Squash, Calabaza, Hubbard Squash, Acorn Squash, Spaghetti Squash); Watermelon.

Citrus Fruit (Crop Group 10-10): Australian Desert Lime; Australian Finger-Lime; Australian Round Lime; Brown River Finger Lime; Calamondin; Citron; Citrus Hybrids; Grapefruit; Japanese Summer Grapefruit; Kumquat; Lemon; Lime; Mediterranean Mandarin; Mount White Lime; New Guinea Wild Lime; Sour Orange; Sweet Orange; Pummelo; Russell River Lime; Satsuma Mandarin; Sweet Lime; Tachibana Orange; Tahiti Lime; Tangelo; Tangerine (Mandarin); Tangor; Trifoliate Orange; Uniq Fruit; cultivars, varieties and/or hybrids of these.

Pome Fruit (Crop Group No 11-10): Apple, Azarole; Crabapple, Loquat, Mayhew, Medlar; Pear, Oriental Pear, Quince, Chinese Quince; Japanese Quince; Tejocote; cultivars, varieties and/or hybrids of these.

Stone Fruit (Crop Group No 12-12): Apricot, Japanese Apricot; Capulin; Black Cherry; Nanking Cherry; Sweet Cherry, Tart Cherry, Chinese Jujube; Nectarine, Peach, Plum, American Plum; Beach Plum; Canada Plum; Cherry Plum; Chickasaw Plum, Damson

Plum, Japanese Plum, Klamath Plum; Prune Plum; Plumcot, Fresh Prune, Sloe; and cultivars, varieties and/or hybrids of these.

Caneberry (Subgroup 13-07A): Blackberry; Loganberry; Red And Black Raspberry; Wild Raspberry; cultivars, varieties, and/or hybrids of these.

Bushberries (Subgroup Group No 13-07B): Aronia Berry, Blueberry Highbush and Lowbush, Blueberry, Lowbush, Buffalo Currant, Chilean Guava, Currant Black, Currant Red, Elderberry European, Barberry, Gooseberry, Cranberry Highbush, Honeysuckle Edible, Huckleberry, Jostaberry, Juneberry, Lingonberry, Native Currant, Salal, Sea Buckthorn, cultivars varieties and/or hybrids of these.

Small Fruit Vine Climbing, except fuzzy kiwifruit (Subgroup 13-07F): Amur river grape; gooseberry; grape; hardy kiwifruit; maypop; schisandra berry; cultivars, varieties and/or hybrids of these.

Low Growing Berry (Subgroup 13-07G): Bearberry; Bilberry; Lowbush Blueberry; Cloudberry; Cranberry; Lingonberry; Muntries; Partridgeberry; Strawberry; cultivars, varieties and/or hybrids of these.

Nut Trees including Pistachio (Crop Group 14-12): African Nut-Tree, Almond, Beech Nut, Betelnut, Brazil Nut, Brazilian Pine; Bunya; Bur Oak; Butternut, Cajou Nut; Candlenut; Cashew, Chestnut, Chinquapin, Coconut, Coquito Nut; Dika Nut; Guiana Chestnut; Filbert (Hazelnut), Ginkgo, Heartnut, Hickory Nut, Japanese Horse-Chestnut; Macadamia Nut, Oak, Mongongo Nut; Monkey-Pot; Monkey Puzzle Nut; Okari Nut; Pachira Nut; Peach Palm Nut; Pecan, Pequi; Pili Nut, Pine Nut, Pistachio, Sapucaia Nut; Tropical Almond, Walnut Black And English ,Yellowhorn; cultivars, varieties, and/or hybrids of these..

Rapeseed (Subgroup 20A): Borage, Crambe, Cuphea, Echium, Flax Seed, Gold of Pleasure, Hare's Ear Mustard, Lesquerella, Lunaria, Meadowfoam, Milkweed, Mustard Seed, Oil Radish, Poppy Seed, Rapeseed (Canola varieties only), Sesame, Sweet Rocket, cultivars, varieties and/or hybrids of these.

Sunflower (Subgroup 20B): Calendula, Castor Oil Plant, Chinese Tallowtree; Euphorbia, Evening Primrose, Jojoba, Niger Seed, Rose Hip, Safflower, Stokes Aster, Sunflower, Tallowwood, Tea Oil Plant, Vernonia, Cultivars, varieties and/or hybrids of these.

Terrestrial Non-Food Uses On

Conifers and Deciduous Trees and Ornamental Plants Including: Christmas Trees, Dormant Turfgrass, Fallowland, Flowering Plants, Foliage Plants, Forestry including Conifer Reforestation and Poplar Plantations; Golf Courses, Ground Covers, Non-Bearing Fruit Trees, Ornamentals, Ornamental Trees, Outdoor Residential including Dormant Warm Season Turfgrass; Sod Farms, Shrubs and to maintain bare ground non-crop areas of farms and bare ground non-crop areas of Vineyards.

Aquatic Non-Food Uses On

Bayous, Canals, Drainage Ditches, Lakes, Marshes, Ponds, Reservoirs, and other slow moving or quiescent bodies of water.

Uses for which USEPA has accepted the required data and/or citations of data that the formulator has submitted in support of registration and Uses for experimental purposes that are in compliance with USEPA requirements.

STORAGE AND DISPOSAL

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

Pesticide Storage: Keep pesticide in original container. Store in a cool dry secure place. Do not put concentrate or dilute into food or drink containers. Do not put formulation or dilute spray solution into food or drink containers. Not for use or storage in or around the home. Do not contaminate food or foodstuffs. Do not store or transport near feed or food.

Pesticide Disposal: Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide 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 HANDLING:

NONREFILLABLE CONTAINER: Do not reuse or refill this container. Completely empty liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into mixing equipment. Dispose of liner in a sanitary landfill or by incineration if allowed by state and local authorities. If drum is contaminated and cannot be reused¹, dispose of in the same manner.

¹Manufacturer may replace this phrase with one indicating whether and how fiber drum maybe reused.

WARRANTY AND DISCLAIMER STATEMENT

Read the entire Directions for Use, Conditions, Disclaimer of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties and Limitations of Liability.

Treatment of highly mechanically damaged seed, or seed of known low vigor and poor quality may result in reduced germination and/or reduction of seed and seedling vigor. Treat and conduct germination tests on a small portion of seed before committing the total seed lot to a selected chemical treatment. Due to seed quality conditions beyond the control of RedEagle International LLC, no claims are made to guarantee germination of carry-over seed.

CONDITIONS: The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of RedEagle International LLC. To the extent allowable under State law, all such risks shall be assumed by the user or buyer.

DISCLAIMER OF WARRANTIES: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, REDEAGLE INTERNATIONAL LLC MAKES NO WARRANTIES,

EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of RedEagle International LLC is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, REDEAGLE INTERNATIONAL LLC DISCLAIMS ANY LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

LIMITATIONS OF LIABILITY: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID, OR AT REDEAGLE INTERNATIONAL LLC'S ELECTION, THE REPLACEMENT OF PRODUCT.

Manufactured For:

RedEagle International LLC
1925 E Edgewood Drive, Ste. 105,
Lakeland, FL 33803