

86501-3

12/7/2009

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U.S. ENVIRONMENTAL PROTECTION AGENCY

Office of Pesticide Programs
Registration Division (7505P)
Ariel Rios Building
1200 Pennsylvania Ave., NW
Washington, D.C. 20460

EPA Reg. Number:

86501-3

Date of Issuance:

DEC 7 2009

Term of Issuance:

conditional

Name of Pesticide Product:

Glyphosate 62% Manufacturing Concentrate

NOTICE OF PESTICIDE:

X Registration
Reregistration
(under FIFRA, as amended)

Name and Address of Registrant (include ZIP Code):

Solar Apex International Ltd
Unit 2209, 22F, Wu Chung House
213 Queens Road E.
Wanchai, Hong Kong, China

Care of:

Wagner Regulatory Associates, Inc.
7460 Lancaster Pike, Suite 9
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 with the following conditions:

- 1. You must submit and/or cite all data required for registration review/reregistration of your product when the Agency requires all registrants of similar products to submit data.
2. The basic confidential statement of formula dated 9/18/2009 has been found acceptable. The proposed alternate confidential statement of formula dated 9/18/2009 is unacceptable as the source material in this formulation is not registered with the Agency.
3. Within one year of the date on this registration notice, Storage Stability (830.6317) and Corrosion Characteristics (830.6320) studies must be submitted. It is recommended that the observations be made at 0, 3, 6, 9, and 12 month intervals.
4. Make the following label changes:
a. Revise "EPA REG. No.: 86501-" to "EPA REG. No. : 86501-3"
b. Remove the word "including" throughout the use site information in the Directions for Use section.

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Signature of Approving Official:

Jim Tompkins
Product Manager 25
Herbicide Branch
Registration Division (7505P)

[Handwritten signature of Jim Tompkins]

Date:

DEC 7 2009

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Registration Notice

5. Submit one (1) copy of the revised final printed label for the record.

If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA sec. 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.

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Glyphosate 62% Manufacturing Concentrate

For Manufacturing Use Only

Active Ingredient: Glyphosate, N-(phosphonomethyl)glycine, in the form its isopropylamine salt.....62.0%
Other Ingredients:.....38.0%
Total:.....100.0%

Contains 769 grams per liter or 6.42 pounds per U.S. gallon of the active glyphosate, in its form of isopropylamine salt.
Equivalent to 570 grams per liter or 4.75 pounds per U.S. gallon of the acid, glyphosate.

EPA Reg. No.: 86501 -

EPA Est. No.: _____

KEEP OUT OF REACH OF CHILDREN CAUTION/PRECAUCION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted endetalle. (If you do not understand the label, find someone to explain it to you in detail.)

Precautionary Statements Hazards to Human and Domestic Animals

CAUTION: Harmful if absorbed through skin. Harmful if swallowed. Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing before reuse. Wear long-sleeved shirt and long pants, socks, shoes, and gloves. Wear protective eyewear.

Environmental Hazards

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 Pollution Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to the discharge. **DO NOT** discharge effluent containing this product into sewer systems without previously notifying the local sewage treatment plant authority. For guidance, contact your State Water Board or Regional Office of the EPA.

Storage and Disposal

DO NOT contaminate water, food or feed by storage or disposal.

Pesticide Storage: Nonrefillable container. Do not reuse or refill this container. Do not store near heat or open flame. In case of spill or leak, sweep up and dispose of waste.

Pesticide Disposal: Open dumping is prohibited. Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Container Disposal: Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least on complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Offer for recycling, if available.

Manufactured in China for:

Solar Apex International Ltd
Unit 2209, 22F, Wu Chung House
213 Queens Road E.
Wanchai, Hong Kong, China

ACCEPTED
with COMMENTS
in EPA Letter Dated
DEC 07 2009

Net Weight: _____

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

DEC 07 2009
86501-3

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FIRST AID	
If on Skin or Clothing	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
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 in eyes	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 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. This product is identified as Glyphosate 62% Manufacturing Concentrate, EPA Reg. No. 86501-. You may also contact CHEMTREC at 1-800-424-9300 for emergency treatment information.	
NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.	

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Read entire label before using this product. **For manufacturing and formulation into end-use herbicide products intended for the following uses including:**

Fallow ground, sod, pastures, rangelands and noncrop areas including: aquatic and wetland sites, rights of way, industrial, recreational and public areas, farmsteads, forestry site preparation and release programs, eucalyptus and hybrid poplar production, site preparation or directed sprays to the floor of ornamental nurseries and Christmas tree farms, rights of way (ROW), Conservation Reserve Program (CRP), turfgrasses and grasses for seed production;

Residential sites;

Row crops: including corn, cotton, peanuts, sorghum, soybeans, sugarcane, barley, buckwheat, millet, oats, rice, rye, teosinte, triticale, wheat, and wild rice;

Forage crops: alfalfa, clover, forage grasses, and forage legumes;

Tree and Vine Crops: general weed control, middles (between rows of trees), strips (in rows of trees), selective equipment (except kiwi), perennial grass suppression;

Vine Crops: grapes and kiwi fruit;

Citrus Fruits: including calamondin, chironja, citron, grapefruit, kumquat, lemon, lime, mandarin orange, orange, pummelo, tangelo, tangerine, and tangors;

Tree Nuts: including almond, beechnut, Brazil nut, butternut, cashew, chestnut, chinquapin, filbert (hazelnut), hickory nut, macadamia nut, pecan, pistachio, and walnut;

Pome Fruits: including apple, crabapple, loquat, mayhaw, pear, and quince;

Stone Fruits: including apricots, cherry, nectarine, peach, plum, and prune;

Small Fruits and Berries: including blackberry, blueberry, boysenberry, cranberry, currant, dewberry, elderberry, gooseberry, huckleberry, loganberry, olallieberry, raspberry, and youngberry;

Fruiting Vegetables: including eggplant, groundcherry, pepino, pepper (all), tomatillo, and tomato;

Cucurbit Vegetables: including cantaloupe, casaba melon, chayote, Chinese waxgourd, citron melon, cucumber, Crenshaw melon, gherkin, edible gourds, honeydew melon, honey ball melon, mango melon, melons (all), muskmelon, Persian melon, pumpkin, squash, and watermelon;

Root and Tuber Vegetables: including artichoke (Jerusalem), beet greens, beets (garden, sugar), carrots, celeriac, chicory, ginseng, horseradish, oriental radish, parsnips, potatoes, radish, rutabagas, salsify, shallot, sweet potato, turnips, and yams;

Bulb Vegetables: including garlic, leek, and endive, fennel (Florence), lettuce (head and leaf), parsley, purslane, rape greens, rhubarb, and spinach (all);

Brassica Leafy Vegetables: including broccoli (all) Brussels sprouts, cabbage (all), cabbage (Chinese), cauliflower, cavalo broccoli, celery, celery (Chinese), chard (Swiss), collards, endive, kale, kohlrabi, mizuna, mustard greens, and mustard spinach;

Legume Vegetables: including beans (all), lentils, chickpeas, peas (all), groundcherry, guar, pepino;

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Other Crops: including asparagus, canola, litchi nuts, mint (peppermint, spearmint), olives, okra, sunflower, and watercress;

Tropical Crops: acerola, atemoya, avocado, banana (plantains), breadfruit, canistel, carambola, cherimoya, cocoa beans, coconut, coffee, dates, durian, figs, genip, guava, jaboticaba, jackfruit, longan, lychee, mango, mangosteen, papaya, passion fruit, persimmons, pineapple, pomegranate, rambutan, sapodilla, sapote (black, marney, white), soursop, sugar apple, tamarind, and tea;

Herbs: peppermint and spearmint;

Uses for which the US EPA has accepted the required data and/or citations of data that the formulator has submitted in support of registration; and

Use for experimental purposes that are in compliance with US EPA requirements.

Conditions of Sale and Warranty

The Directions for Use of this product reflect the opinion of experts based on field use and tests. The directions are believed to be reliable and should be followed carefully. However, it is impossible to eliminate all risks inherently associated with 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 use of this product in a manner inconsistent with its labeling, all of which are beyond the control of SOLAR APEX INTERNATIONAL LTD or the Seller. To the extent consistent with applicable law, all such risks shall be assumed by the Buyer. SOLAR APEX INTERNATIONAL LTD warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the Directions for Use, subject to the inherent risks, referred to above. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, SOLAR APEX INTERNATIONAL LTD MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. BUYER'S EXCLUSIVE REMEDY AND SOLAR APEX INTERNATIONAL LTD'S EXCLUSIVE LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED, TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, TO REPAYMENT OF THE PURCHASE PRICE OF THE PRODUCT. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, SOLAR APEX INTERNATIONAL LTD AND THE SELLER DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HADLING OF THIS PRODUCT. SOLAR APEX INTERNATIONAL LTD and the Seller offer this product, and the Buyer and User accept it, subject to the foregoing Conditions of Sale and Warranty which may be varied only by agreement in writing signed by a duly authorized representative of SOLAR APEX INTERNATIONAL LTD