



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460**

**OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION**

October 4, 2022

Brien O'Loughlin
Agent
Argite, LLC
c/o Pyxis Regulatory Consulting Inc.
4110 136th St. Ct. NW
Gig Harbor, WA 98332

Subject: PRIA Label Amendment – Add already approved uses
Product Name: ARG Fludioxonil Technical
EPA Registration Number: 87373-35
Application Date: 01/24/2022
Decision Number: 581561

Dear Brien O'Loughlin:

The amended label referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 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 FIFRA 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) lists 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.

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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 with FIFRA section 6. If you have any questions, please contact Senedu Alemu via email at alemu.senedu@epa.gov.

Sincerely,



Nathan Mellor, Product Manager 21
Fungicide Branch
Registration Division (7505T)
Office of Pesticide Programs

Enclosure

ARG Fludioxonil Technical

FUNGICIDE

ACTIVE INGREDIENT: Fludioxonil: 4-(2,2-difluoro-1,3-benzodioxol-4-yl)-1H-pyrrole-3-carbonitrile	99.5%
OTHER INGREDIENTS:	0.5%
TOTAL	100.0%

**KEEP OUT OF REACH OF CHILDREN
CAUTION**

FIRST AID	
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.
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.
HOTLINE 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 1-866-257-4118 for emergency medical treatment information.	

Read entire label carefully and use only as directed.

For Chemical Spill, Leak, Fire, or Exposure, call: CHEMTREC 1-800-424-9300

[See side panel for Storage and Disposal and Condition of Sale and Limitation of Warranty and Liability]

Manufactured for:

Argite, LLC
5000 CentreGreen Way, Suite 100
Cary, NC 27513

EPA Reg. No. 87373-35
EPA Est. No.
Net Weight: lbs (kg)
Lot No.: see container

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Harmful if absorbed through skin. Causes moderate eye irritation. Avoid contact with eyes, skin, or clothing. Wear long-sleeved shirt, long pants, shoes and socks, and chemical resistant gloves made of any waterproof material. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated clothing before reuse.

ENVIRONMENTAL HAZARDS

This product is toxic to fish 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.

DIRECTIONS FOR USE

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

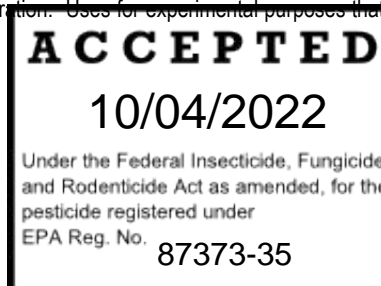
Only for formulation into fungicide end-use products with the following uses: **Terrestrial Food Crops: Field and Greenhouse Food Crops:** Beans (dried and succulent except cowpeas); Bushberry Subgroup 13-07B; Caneberry Subgroup 13-07A; Brassica Head and Stem Vegetable Crop Group 5-16; Brassica leafy greens Subgroup 4-16B; Onion, bulb, Subgroup 3-07A; Onion, green, Subgroup 3-07B; Carrot; Citrus fruit Crop Group 10-10; Cereal grains Crop Group 15; forage, fodder, and straw of cereal grains Crop Group 16; Cotton; Cucurbit vegetables Crop Group 9; Flax seed; Foliage of legume vegetables Crop Group 7; Fruiting vegetables Crop Group 8-10; Ginseng; Grass forage, fodder, and hay Crop Group 17; Herbs and spices Crop Group 19A; Jojoba; Kohlrabi; Leafy Greens Crop Subgroup 4A; Leaf Petioles Crop Subgroup 4B; Leaves of root and tuber vegetables Crop Group 2; Low growing berry Crop Subgroup 13-07G (except cranberry); Nongrass animal feeds (forage, fodder, straw and hay) Crop Group 18; Peanut; Pistachio; Rapeseed Crop Subgroup 20A (except flax seed); Root and tuber vegetables Crop Subgroup 1B; Safflower; Small fruit vine climbing Crop Subgroup 13-07F (except fuzzy kiwifruit); Sugar beets; Sunflower; Tropical fruits (avocado, acerola, black sapote, canistel, dragon fruit, feijoa, guava, jaboticaba, longan, lychee, mamey sapote, mango, papaya, passionfruit, pulasan, rambutan, sapodilla, Spanish lime, star apple, starfruit, wax jambu); Tuberous and corm Crop Subgroup 1C; and Watercress.

Post Harvest Uses: Carrots; Citrus Fruit Crop Group 10-10; Pome Fruit Group 11-10; Pomegranate; Strawberry; Stone Fruits Crop Group 12-12; Kiwifruit; Pineapple; Sugar Beets; Tomato; Tuberous And Corm Vegetables Subgroup 1C; Tropical Fruit (Acerola; Atemoya; Avocado; Biriba; Black Sapote; Canistel; Cherimoya; Feijoa; Guava; Ilima; Jaboticaba; Longan; Lychee; Mamey sapote; Mango; Papaya; Passionfruit; Pulasan; Rambutan; Sapodilla; Spanish lime; Star apple; Starfruit; Sugar apple; Wax jambu).

Seed Treatment Uses: Cereal Grains Crop Group 15; Cotton; Cucurbit Vegetables Crop Group 9; Foliage of Legume Vegetables Crop Group 7; Forage, Fodder, and Straw of Cereal Grains Crop Group 16; Fruiting Vegetables Crop Group 8-10; Grass Forage, Fodder, and Hay Crop Group 17; Herb Crop Subgroup 19A; Spice Crop Subgroup 19B; Head and Stem Brassica Crop Subgroup 5A; Leafy Brassica Greens Crop Subgroup 5B; Jojoba; Leafy Greens Crop Subgroup 4A; Leaf Petioles Crop Subgroup 4B; Leaves of Root and Tuber Vegetables (human food or animal feed) Crop Group 2; Legume Vegetables (succulent or dried) Crop Group 6; Nongrass Animal Feeds (forage, fodder, straw and hay) Crop Group 18; Onion, Bulb, Crop Subgroup 3-07A; Onion, Green, Crop Subgroup 3-07B; Peanut; Rapeseed Crop Subgroup 20A; Root Vegetables (except sugarbeet) Crop Subgroup 1B; Tuberous and Corm Vegetables Crop Subgroup 1C; Safflower; Sugarbeet; Sunflower and Turfgrasses (all).

Terrestrial Nonfood Uses: for use on turf (golf courses, institutional, commercial and residential lawns, sod farms, sports fields, parks, municipal grounds and cemeteries), and uses on ornamentals grown in interiorscapes, field nursery plantings, container nurseries, forest nurseries, residential and commercial landscapes, greenhouses, lath and shade houses, or other enclosed structures.

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



Storage and Disposal

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

STORAGE: Store in original container, in a secured, dry place separate from other pesticides, fertilizer, food and feed.

PESTICIDE DISPOSAL: Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, 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. Open dumping is prohibited.

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 application equipment. Then offer for recycling if available or dispose of liner in a sanitary landfill, or by incineration. 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 Direction 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, presence of other materials or other influencing factors in the use of the product, which are beyond the control of Argite LLC or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold Argite LLC and Seller harmless for any claims relating to such factors. Argite 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 Argite LLC, and Buyer and User assume the risk of any such use. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ARGITE 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 Argite LLC nor Seller 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 ARGITE 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 ARGITE LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT.** Argite 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 Argite LLC.

[EPA Approval Date]