



OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

WASHINGTON, D.C. 20460

March 19, 2024

Alison Suffill
Label Facilitator
Atticus LLC
940 NW Cary Parkway, Suite 200
Cary, NC 27513

Subject: Notification per PRN 98-10 – Changing primary band name
Product Name: AXSS Imidacloprid Tech
EPA Registration Number: 87373-58
Application Date: 11/13/2023
Case Number: 490312

Dear Ms. Suffill:

The Agency is in receipt of your Application for Pesticide Notification under Pesticide Registration Notice (PRN) 98-10 for the above referenced product. The Registration Division (RD) has conducted a review of this request for its applicability under PRN 98-10 and finds that the action requested falls within the scope of PRN 98-10.

The label submitted with the application has been stamped “NOTIFICATION” and placed in our records.

The new primary brand name, “**ARG Imidacloprid Technical**” has been added to the product record.

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 (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.

If you have any questions, please contact Joseph Belsky at 202-566-2495 or at belsky.joseph@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'VE', followed by a horizontal line extending to the right.

Venus Eagle, Product Manager 01
Invertebrate & Vertebrate Branch 3
Registration Division
Office of Pesticide Programs

AXSSARG Imidacloprid Technical

FOR MANUFACTURING USE ONLY

Active Ingredient:

Imidacloprid, [1-(6-chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine 98.6%

Other Ingredients: 1.4%

Total 100.0%

KEEP OUT OF REACH OF CHILDREN

WARNING

FIRST AID

If Swallowed:

- 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.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact SafetyCall at **1-844-685-9173** for emergency medical treatment information.

NOTE TO PHYSICIAN: No specific antidote is available. Treat symptomatically.

For Chemical Emergency: Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC Day or Night Within USA and Canada: 1-800-424-9300 +1 703-527-3887 (collect calls accepted)

Manufactured for:

Argite, LLC

5000 CentreGreen Way, Suite 100

Cary, NC 27513

EPA Reg. No. 87373-58

Net Weight:

EPA Est. No:

Batch No.: See container

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

WARNING. May be fatal if swallowed. Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Wear long-sleeved shirt and long pants, socks, shoes and chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber (≥ 14 mils), nitrile rubber (≥ 14 mils), neoprene rubber (≥ 14 mils), natural rubber (≥ 14 mils), polyethylene, polyvinylchloride (PVC) or Viton (≥ 14 mils).

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 Pollution Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to 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 the Regional Office of the EPA.

DIRECTIONS FOR USE

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

This technical is to be used only to manufacture insecticide end use products for:

1) Terrestrial Non-Food Crop, Residential, and Commercial Outdoor (including Greenhouses): lawn, turfgrass and ornamentals (trees, shrubs, evergreens, flowers, non-food foliage plants, groundcovers); Christmas trees; Poplar/Cottonweed trees. 2) Terrestrial Non-Food Crop, Indoor: Poultry Facilities. 3) Greenhouse Non-Food Crop or Residential, and Commercial Indoor: ornamentals, interior landscapes. 4) Indoor Non-food Use:

AXSSRG Imidacloprid Technical can be formulated into end-use aqueous and solvent system products for pressure treatment of wood products: [millwork (window frames, wood doors, doorframes, etc.) in-ground

contact uses (wood products – pilings, telephone poles, wood building materials, etc.). 5) Greenhouse Food Crop Vegetables: Mature Cucumber and Tomato. 6) Terrestrial Food Crops:

Artichoke (Globe)	Pome Fruit Crop Group
Banana & Plantain	Pomegranate
Bushberry Crop Subgroup	Potato (including seed piece treatment)
Brassica (Cole) Vegetable Crop Group	Root and Tuber Vegetables Crop Group (except sugar beet)
Bulb Vegetables Crop Group	Soybean
Caneberry	Stone Fruit Crop Group
Canola	Strawberry
Cereal Grain Crop Group (barley, oat, rye, sorghum, wheat), excluding rice	Sugar beet
Citrus Crop Group (containerized and field)	Tobacco
Coffee	Tree Nut Crop Group, excluding Almonds
Cotton	Tropical Fruit: Acerola, Atemoya, Avocado, Black sapote, Canistel, Cherimoya, Custard apple, Feijoa, Guava, Jaboticaba, Illama, Longan, Lychee, Mamey sapote, Mango, Papaya, Passionfruit, Persimmon, Pulasan, Rambutan, Sapodilla, Soursop, Spanish lime, Star apple, Starfruit, Sugar apple, Wax jambu
Cranberry	
Cucurbit Crop Group	
Fruiting Vegetable Crop Group	
Grapes	
Herb Crop Subgroup 19A	
Hops	
Leafy Vegetables Crop Subgroup	
Legume Vegetables Crop Group, except soybean	
Peanuts	

7) Uses for which U. S. EPA has accepted the required data and/or citation of data that the formulator has submitted in support of registration; 8) Uses for experimental purposes that are in compliance with U.S. EPA requirements.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in original container only, in a cool, dry, locked area. Store separately from other pesticides, fertilizers, food or feed to prevent contamination.

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

CONTAINER HANDLING: Lined Drum Liner: Nonrefillable container. Do not reuse or refill this container. Completely empty liner into formulation equipment by shaking and tapping sides and bottom to loosen clinging particles. When completely empty, offer for recycling if available or dispose of liner in a sanitary landfill. **Outer Drum:** Nonrefillable container. Do not reuse or refill this container. When completely empty, offer for recycling if available or dispose of liner in a sanitary landfill.

[Nonrefillable Container (FIBC): Do not reuse this container to hold materials other than pesticides or dilute pesticides (rinsate). After emptying and cleaning, it may be allowable to temporarily hold rinsate or other pesticide-related materials in the container. Contact your state regulatory agency to determine allowable practices in your state. Offer for recycling, if available.]

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 should 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.

[20190304]

NOTIFICATION

87373-58

The applicant has certified that no changes, other than those reported to the Agency have been made to the labeling. The Agency acknowledges this notification by letter dated:

03/19/2024
