



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

September 2, 2022

Alison Suffill
Label Facilitator
Argite, LLC
5000 CentreGreen Way, Suite 100
Cary, NC 27513

Subject: Notification per PRN 98-10 – Change Primary Brand Name
Product Name: ARG Clethodim 37% MUP
EPA Registration Number: 87373-66
Application Date: June 23, 2022
Decision Number: 585688

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 will be placed in our records.

The primary brand name “ARG Clethodim 37% MUP” 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 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.

Page 2 of 2
EPA Reg. No. 87373-66
Decision No. 585688

If you have any questions, you may contact please contact Ernest Kraka at 202-566-2811 or by email at kraka.ernest@epa.gov.

Sincerely,

A handwritten signature in cursive script that reads "Heather E. McFarley".

Heather McFarley
Product Manager 24
Fungicide and Herbicide Branch
Registration Division (7505P)
Office of Pesticide Programs

ARG Clethodim 37% MUP

ACTIVE INGREDIENT

Clethodim: (E)-2-[1-(3-chloro-2-propenyl)oxy]imino]

propyl]-5-[2-(ethylthio)propyl]-3-hydroxy-2-cyclohexen-1-one

OTHER INGREDIENTS:

% BY WT

.....37.0%

.....63.0%

TOTAL 100.0%

Contains petroleum distillates.

KEEP OUT OF REACH OF CHILDREN CAUTION—AVISO

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 swallowed:	<ul style="list-style-type: none">Immediately call a poison control center or doctor.Do not induce vomiting unless told to do so by a poison control center or doctor.Do not give any liquid to the person.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.
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.
HOT LINE 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 SafetyCall at 1-844-685-9173 for emergency medical treatment information.	
NOTE TO PHYSICIAN: Ingestion of this product or subsequent vomiting can result in aspiration of light hydrocarbon liquid, which can cause pneumonitis. If ingested, probably mucosal damage may contraindicate the use of gastric lavage.	

For Chemical Emergency: Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC Day or Night Within USA and Canada: 1-800-424-9300 +1703-527-3887 (collect calls accepted)

See side panel for Storage and Disposal statements.

Manufactured for:

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

EPA Reg. No.: 87373-66

EPA Est. No.:

NET CONTENTS:

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS CAUTION

Harmful if swallowed. Wash thoroughly with soap and water after handling. Causes moderate eye irritation. Avoid contact with eyes, skin, or clothing.

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 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.

PHYSICAL OR CHEMICAL HAZARDS

Combustible. Do not use or store near heat or open flame.

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 Herbicide Products Intended for:

- **Crop Subgroup 1A:** Root Vegetables
- **Crop Subgroup 1C:** Tuberous and Corm Vegetables
- **Crop Group 2:** Leaves of Root and Tuber Vegetables
- **Crop Group 3-07A:** Onion, Bulb
- **Crop Group 4:** Leafy Vegetables (except Brassica)
- **Crop Group 5:** Brassica (Cole) Leafy Vegetables
- **Crop Group 6:** Legume Vegetables (Dried and Succulent)
- **Crop Group 8-10:** Fruiting Vegetables
- **Crop Group 9:** Cucurbit Vegetables
- **Crop Group 11-10:** Pome Fruit
- **Crop Group 12-12:** Stone Fruit
- **Crop Subgroup 13-07A:** Caneberry
- **Crop Subgroup 13-07B:** Bushberry
- **Crop Subgroup 13-07G:** Low Growing Berry (except Cranberry)
- **Crop Subgroup 19A:** Herbs
- **Crop Group 20:** Oilseed Group
- **Individual Crops:** Alfalfa, Artichoke (globe), Asparagus, Clover, Cranberry, Field Corn, Hops, Mint, Onion (Green), Peanut (including perennial), Stevia (dried leaves)
- **Other Uses:** Greenhouses, Shadehouses, Lathhouses, Golf Courses, Nurseries; Non-Food Uses: Native prairie warm season grass restoration projects; Niger seed (*Guizotia abyssinica*) grown for use as wild bird feed; Ornamentals; Non-bearing Food Crops including apple, berries, cherry (sweet), citrus fruits, grapes, olives, peaches, pears, prunes, stone fruits, strawberries, tree nuts (including almond, filbert, pecan, pistachio, walnut); Conifer and Christmas trees; Fallow land (and other non-producing agricultural areas); Non-crop or Non-planted areas; Residential Outdoors

NOTIFICATION

87373-66

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:

09/02/2022

Storage and Disposal

Do not contaminate water, food, or feed by storage or disposal of equipment. Open dumping is prohibited.

PESTICIDE STORAGE: Keep pesticide in original container. Do not put concentrate or dilute into food or drink containers. Store in cool, dry place. Do not store diluted spray.

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

CONTAINER HANDLING: Nonrefillable container. Do not reuse this container to hold materials other than pesticides or dilute pesticides (rinseate). After emptying and cleaning, it may be allowable to temporarily hold rinseate or other pesticide-related materials in the container. Contact your state regulatory agency to determine allowable practices in your state. Once cleaned, some agricultural pesticide containers can be taken to a container collection site or picked up for recycling. To find the nearest site, contact your chemical dealer or manufacturer, or contact The Agricultural Container Recycling Council (ACRC) at www.acrcycle.org. If not recycled, then puncture and dispose of in a sanitary landfill, or incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke. Triple rinse or pressure rinse container (or equivalent) promptly after emptying.

For packages up to 5 gallons: Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinseate into application equipment or a mix tank or store rinseate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. **Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinseate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

For packages greater than 5 gallons and less than 56 gallons: Triple rinse as follows:

Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one 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 back and forth several times. Empty the rinseate into application equipment or a mix tank or store rinseate for later use or disposal. Repeat this procedure two more times. **Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinseate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

For packages greater than 56 gallons: To clean the container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinseate into application equipment or rinseate collection system. Repeat this rinsing procedure two more times.

For refillable containers: Refill this container with Clethodim 37% MUP only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinseate into application equipment or rinseate collection system. Repeat this rinsing procedure two more times. For final disposal, offer for recycling or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

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.

and Conditions of Use

If terms of the following Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies are not acceptable, return unopened package at once to the seller for a full refund of purchase price paid. Otherwise, use by the buyer or any other user constitutes acceptance of the terms under Warranty Disclaimer, Inherent Risks of Use and Limitations of Remedies. Warranty Disclaimer: AXSS Technical Holdings, LLC warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, AXSS TECHNICAL HOLDINGS, LLC MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR**

ANY OTHER EXPRESS OR IMPLIED WARRANTY. Inherent Risks of Use: It is impossible to eliminate all risks associated with use of this product. Unintended consequences may result because of such factors as use of the product contrary to label instructions, presence of other materials, or other factors, all of which are beyond the control of AXSS Technical Holdings, LLC or the seller. All such risks shall be assumed by buyer. Limitation of Remedies: The exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories), shall be limited to, at AXSS Technical Holdings, LLC election, one of the following: Refund of purchase price paid by buyer or user for product bought, or replacement of amount of product used. To the extent consistent with applicable law, AXSS Technical Holdings, LLC shall not be liable for losses or damages resulting from handling or use of this product unless AXSS Technical Holdings, LLC is promptly notified of such loss or damage in writing in no case to the extent consistent with applicable law, shall AXSS Technical Holdings, LLC be liable for consequential or incidental damages or losses. The terms of the Warranty Disclaimer above and the Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of AXSS Technical Holdings, LLC or the seller is authorized to vary or exceed the terms of the Warranty Disclaimer or this Limitation of Remedies in any manner.

[EPA-APPROVAL DATE 20171010]

Formatted: Font: Arial Narrow, 7.5 pt

Formatted: Centered

Formatted: Font: 9 pt