

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

June 15, 2021

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

Subject: PRIA Label Amendment – Addition of Already Approved Uses and Other Label

Updates

Product Name: DIFLUBENZURON TECH

EPA Registration Number: 87373-73 Application Date: October 13, 2020

Decision Number: 567004

Dear Ms. O'Loughlin:

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 attached 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.

Page 2 of 2 EPA Reg. No. 87373-73 Decision No. 567004

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 David Gardner by phone at (703) 347-8599, or via email at gardner.david@epa.gov.

Sincerely,

For:

Marion J. Johnson, Jr., Acting Product Manager 10 Invertebrate & Vertebrate Branch 2 Registration Division (7505P)

Attachment

Diflubenzuron Tech

FOR MANUFACTURING USE ONLY

ACTIVE INGREDIENT:

Diflubenzuron

N-[[(4-chlorophenyl)amino]carbonyl]-2,6difluorobenzamide	97.8%
OTHER INGREDIENTS:	<u>2.2%</u>
Total	100.0%

KEEP OUT OF REACH OF CHILDREN **CAUTION**

FIRST AID		
IF ON SKIN:	 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:	 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 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.

- For medical emergencies, call the poison control center at 1-800-222-1222 or SafetyCall at 1-844-685-9173.
- For general information on this product, contact the National Pesticides Information Center (NPIC) at 1-800-858-7378, Monday through Friday, 8 AM to 12 PM PST, or at http://npic.orst.edu.

Manufactured for: Argite, LLC 5000 CentreGreen Way, Suite 100 Cary, NC 27513

EPA Reg. No. 87373-73

EPA Est. No:

Net Weight: 55.12 lbs. (25 kg)

ACCEPTED

06/15/2021

Under the Federal Insecticide, Fungicide and Rodenticide Act as amended, for the pesticide registered under EPA Reg. No. 07070 70

87373-73

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals CAUTION

Harmful if swallowed or absorbed through skin. Avoid contact with skin, eyes, or clothing. 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, such as barrier laminate or butyl rubber > 14 mils or nitrile rubber > 14 mils or neoprene rubber > 14 mils or natural rubber > 14 mils or polyethylene or polyvinyl chloride (PVC) > 14 mils or Viton > 14 mils.

USER SAFETY RECOMMENDATIONS

Users should:

- Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

This product is toxic to aquatic invertebrates. Do not contaminate water when disposing of equipment washwater. 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 prior to the discharge. Do not discharge effluent containing this product into sewer systems without previously notifying the 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 may be used to manufacture insecticide end use products for the following uses:

- 1) Livestock/poultry and their premises for fly control;
- 2) alfalfa, artichokes, barley, oats, triticale, wheat, carrots, citrus group 10-10, cottonseed subgroup 20C, grassland and non-crop areas, leafy brassica greens subgroup 5B, turnip greens, mushrooms, peach subgroup 12-12B, peanuts, pears, peppers/eggplant subgroup 8-10B, plum subgroup 12-12C, rice, soybeans, stone fruit (excluding cherries), tree nuts group 14-12, turfgrass;
- 3) Non-food uses: ornamentals, forestry, products for parasite control in ornamental fish ponds, aquatic non-crop sites for mosquito/midge control;
- 4) 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;
- 5) 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: Keep this product in its tightly closed original container. Store in a cool, dry (preferably locked) area that is inaccessible to children and animals, in such a manner as to prevent cross contamination with other pesticides, fertilizers, food and feed.

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:

Liner in Outer Drum or Bag: 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 or Outer Bag: 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.

CONDITION OF SALE AND LIMITED WARRANTY

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. To the extent consistent with applicable law, 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 to the extent consistent with applicable law 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]