



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

**OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION**

November 23, 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 – Amending the label to add me-too pepper use in greenhouses and adding already approved me-too uses: Celtuce; Florence fennel; Leafy petiole vegetables (subgroup 22B); Tropical and subtropical medium to large fruit, smooth, inedible peel (subgroup 24B); Rapeseed, canola (subgroup 20A) for seed treatment only; Cottonseed (subgroup 20C) and Kohlrabi. Also adding already approved me-too crop conversions: from Brassica (Cole) Leafy Vegetables Group 5 to Brassica Head and Stem Vegetables Group 5-16; Leafy Vegetable (except Brassica veg.) Group 4 to Leafy greens subgroup 4-16A and Brassica leafy greens subgroup 4-16B; Stone fruit Group 12 to 12-12; and Tree Nuts Group 14 to 14-12
Product Name: GNT Acetamiprid Technical
EPA Registration Number: 87373-77
Application Date: March 7, 2022
Decision Number: 582366

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.

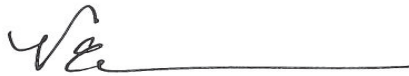
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Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under FIFRA and is subject to review by the Agency. If the website is false or misleading, the product would be 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.

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 Ralph Narain at 202-566-2853 or at Narain.Ralph@epa.gov.

Sincerely,

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

Venus Eagle, Product Manager 01
Invertebrate and Vertebrate Branch 3
Registration Division (7505T)
Office of Pesticide Programs

Enclosure: Stamped label

{Note to reviewer: [Text] in brackets denotes optional text. [Text] in braces denotes notes to reviewer and where in the final label text will appear}

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS
GNT Acetamiprid Technical
TECHNICAL PRODUCT FOR FORMULATING USE ONLY

ACTIVE INGREDIENTS:
 Acetamiprid, (E)-N₂[(6-chloro-3-pyridinyl)methyl]-N'-cyano-N-methylmethanimidamide99.6%
OTHER INGREDIENTS:0.4%
TOTAL100.0%

KEEP OUT OF REACH OF CHILDREN
WARNING

IF swallowed:	<ul style="list-style-type: none"> • Call a poison control center or doctor immediately for treatment advice. • Do not induce vomiting unless told to do so by the poison control center or doctor. • Have person sip a glass of water if able to swallow. • Do not give anything by mouth to an unconscious person.
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 inhaled:	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. • Call a poison control center or doctor for further treatment advice.
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.

NOTE TO PHYSICIAN
 There is no specific antidote. All treatments should be based on observed signs and symptoms of distress in the patient. Overexposure to materials other than this product may have occurred. In severe cases of overexposure by oral ingestion, lethargy, muscle tremors, and in extreme cases, possibly convulsions, may occur.

HOT LINE NUMBER
 Have the product container or label with you when calling a Poison Control Center or doctor, or when going for treatment. You may also contact 1-844-685-9173 24-hours a day for emergency medical treatment information. For non-emergency information concerning this product, call the National Pesticides Information Center (NPIC) at 1-800-858-7378, Monday through Friday, 8:00 AM to 12:00 PM Pacific Time. (NPIC Web site: www.npic.orst.edu).

For Chemical 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)

{Note to reviewer: one of the following optional referral statements may be used}
 {See side panel for Storage and Disposal [statements]}
 {See side panel for Conditions of Sale and Limitation of Warranty and Liability}
 {See side panel for Storage and Disposal [statements] and Conditions of Sale and Limitation of Warranty and Liability}



Manufactured for:
 Argite, LLC
 5000 Centre-Green Way, Suite 100
 Cary, NC 27513

EPA Reg. No.: 87373-77
 EPA Est. No.:
 Net Weight: lbs (kg)
 Batch No.: [See Container]

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS
WARNING. May be fatal if swallowed. Harmful if absorbed through skin, or inhaled. Causes eye injury. Do not get in eyes, on skin or on clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Wear protective clothing and rubber gloves. Remove and wash contaminated clothing before reuse. Do not breathe dust. Wear a mask or pesticide respirator jointly approved by the Mine Safety and Health Administration and the National Institute for Occupational Safety and Health.

ENVIRONMENTAL HAZARDS
 This product is toxic to bees, birds, 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 Environmental Protection Agency.

DIRECTIONS FOR USE
 It is a violation of federal law to use this product in a manner inconsistent with its labeling. Read the entire label before using this product. Formulators using this product are responsible for obtaining EPA registration for their formulated products. This technical product may be used only for formulation of insecticide end use products with the following use patterns:

1. **Terrestrial Food Uses:**
- | | | |
|---|--|--|
| Asparagus | Edible Podded Legumes (Group 6A) | Soybean |
| <i>Brassica</i> Head and Stem Vegetables (Group 5-16) | Florence Fennel | Stone Fruit (Group 12-12) |
| <i>Brassica</i> Leafy Greens (Subgroup 4-16B) | Fruiting Vegetables (Group 8-10) | Succulent Shelled Peas and Beans (Group 6B) |
| Bulb Vegetables (Group 3-07) | Kohlrabi | Sweet Corn |
| Bushberries (Subgroup 13-07B) | Leaf Petiole Vegetables (Subgroup 22B) | Tobacco |
| Caneberries (Subgroup 13-07A) | Leafy Greens (Subgroup 4-16A) | Tree Nuts (Group 14-12) |
| Celtuce | Low Growing Berries (Subgroup 13-07G) | Tropical and Subtropical Medium to Large Fruit, smooth, inedible peel (Subgroup 24B) |
| Citrus Fruit (Group 10-10) | Pome Fruit (Group 11-10) | Tuberous and Corn Vegetables (Group 1C) |
| Clover (ID, OR and WA only) | Rapeseed, Canola (Subgroup 20A) for seed treatment only | |
| Clover Grown for Seed <i>Trifolium spp.</i> | Small Fruit vine climbing except fuzzy kiwifruit (Subgroup 13-07F) | |
| Cottonseed (Subgroup 20C) plants | | |
| Cucurbit Vegetables (Group 9) | | |

Listed vegetable transplants (leafy greens, fruiting vegetables, *Brassica* vegetables, cucurbit vegetables, bulb vegetables, and succulent shelled peas and beans) grown outdoors (including shadehouses, hoophouses, or lathhouses before crop is transplanted);
 2. **Greenhouse Food Uses:** Tomatoes and Peppers, Listed Vegetable Transplants (leafy greens, fruiting vegetables, *Brassica* vegetables, cucurbit vegetables, bulb vegetables, and succulent shelled peas and beans);
 3. **Terrestrial Non-Food Uses, Outdoor:** Ornamentals and Flowering Plants (including shadehouses, hoophouses, and lathhouses);
 4. **Greenhouse Non-Food Uses:** Ornamentals and Flowering Plants;
 5. **Indoor Commercial and Residential Food and Non-Food Uses:** Food and Feed Handling Establishments, Insect Control when Formulated as a Bait for Flies, Insect Control when Formulated as a Bait for Ants and Roaches, Structural Termite Control (only when in combination with bifenthrin);
 6. **Outdoor Commercial and Residential Uses:** Insect Control when Formulated as a Bait for Flies, Insect Control when Formulated as a Bait for Ants and Roaches, Outdoor (perimeter only) General Household Pest Control;

7. **Residential Indoor Use:** Companion Animal (pet-spot-on use);
 8. 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 excluding any use strictly prohibited by this label.
 9. Uses for experimental purposes that are in compliance with USEPA requirements.

Storage and Disposal

Do not contaminate water, food or feed by storage or disposal.
PESTICIDE STORAGE: Store product in original container. Store in a cool dry place away from other pesticides, fertilizer, food or feed.

PESTICIDE DISPOSAL: Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide 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.

In case of spill, clean up spillage using shovels and avoid contact with skin. Carefully scoop up loose material and place it in appropriate containers so as to avoid dust generation. Ensure adequate decontamination of tools and equipment following cleanup.

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 manufacturing equipment. Then dispose of inner liner in sanitary landfill or by incineration if allowed by State and local authorities. If drum is contaminated and cannot be reused, dispose of in the same manner, or offer drum 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.

[EPA Approval Date]