



U.S. ENVIRONMENTAL PROTECTION AGENCY
 Office of Pesticide Programs
 Registration Division (7505T)
 1200 Pennsylvania Ave., N.W.
 Washington, D.C. 20460-0001

EPA Reg. Number:
 87373-139

Date of Issuance:
 7/12/23

NOTICE OF PESTICIDE:

Registration
 Reregistration
 (under FIFRA, as amended)

Term of Issuance:
 Conditional

Name of Pesticide Product:
 ARG Indoxacarb Technical

Name and Address of Registrant (include ZIP Code):

Ann M. Tillman, Ph.D.
 Regulatory Agent for Argite, LLC
 c/o Pyxis Regulatory Consulting Inc.
 4110 136th St. Ct. NW
 Gig Harbor, WA 98332

Note: Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the above EPA registration number.

On the basis of information furnished by the registrant, the above-named pesticide is hereby registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.

This product is conditionally registered in accordance with FIFRA section 3(c)(7)(A). You must comply with the following conditions:

1. Submit and/or cite all data required for registration/reregistration/registration review of your product under FIFRA when the Agency requires all registrants of similar products to submit such data.

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Signature of Approving Official:

Tamica L. Cain
 Tamica L. Cain, Product Manager 10
 Invertebrate-Vertebrate Branch 2
 Registration Division (7505T)

Date:

7/12/23

2. You are required to comply with the data requirements described in the generic data call-in (GDCI) identified below:

- a. Indoxacarb GDCI-167710-1382

You must comply with all of the data requirements within the established deadlines. If you have questions about the GDCI listed above, you may contact the Chemical Review Manager in the Pesticide Re-Evaluation Division: <http://iaspub.epa.gov/apex/pesticides/f?p=chemicalsearch:1>

3. Be aware that proposed data requirements have been identified in a Work Plan. For more information on these proposed data requirements, you may contact the Chemical Review Manager in the Pesticide Re-Evaluation Division: <http://iaspub.epa.gov/apex/pesticides/f?p=chemicalsearch:1>
4. Make the following label changes before you release the product for shipment:
 - Revise the EPA Registration Number to read, “EPA Reg. No. 87373-139.”
5. Submit one copy of the final printed label for the record before you release the product for shipment.

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.

If you fail to satisfy these data requirements, EPA will consider appropriate regulatory action including, among other things, cancellation under FIFRA section 6(e). Your release for shipment of the product constitutes acceptance of these conditions. A stamped copy of the label is enclosed for your records.

The record for this product currently contains the following CSFs:

- Basic CSF dated 3/8/23
- Alternate CSF 1 dated 3/8/23

If you have any questions, please contact Carmen J. Rodia, Jr. via e-mail at Rodia.Carmen@epa.gov.

*Enclosures: Master Label Stamped “Accepted,” dated 7/12/23
Acute Toxicity Review, dated 6/29/23
Product Chemistry Review #1, dated 2/17/23
Product Chemistry Review #2, dated 4/3/23*

ARG Indoxacarb Technical

For Manufacturing Use Only

ACTIVE INGREDIENT:	w/w%
Indoxacarb (CAS No. 173584-44-6)	95.5%
OTHER INGREDIENTS:	4.5%
TOTAL:	100.0%

KEEP OUT OF REACH OF CHILDREN

WARNING

FIRST AID	
If Swallowed:	<ul style="list-style-type: none"> 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.
HOTLINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For additional information on this pesticide product (including health concerns, medical emergencies, or pesticide incidents), call 1-844-685-9173, twenty-four (24) hours per day, seven (7) days per week. 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, or Exposure, call CHEMTREC 1-800-424-9300

Manufactured for:

Argite, LLC
 940 NW Cary Parkway, Suite 200
 Cary, NC 27513

EPA Reg. No. 87373-139
EPA Est. No.
Net Weight: lbs (kg)
Lot 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. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

ENVIRONMENTAL HAZARDS

Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other public 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 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 insecticide products for the following uses: (1) **Terrestrial food uses:**

Alfalfa	Fruit, pome, except pear, group 11	Turnip, greens
Bean, dry seed	Fruit, small vine climbing, except fuzzy kiwifruit, subgroup 13-07F	Vegetable, <i>Brassica</i> , leafy, group 5
Bean, succulent	Fruit, stone, group 12	Vegetable, cucurbit, group 9
Beet, garden	Nut, tree, group 14-12	Vegetable, fruiting, group 8
Berry, low growing, except strawberry, subgroup 13-07H	Peanut	Vegetable, leafy, except <i>Brassica</i> , group 4
Bushberry subgroup 13-07B	Pear	Vegetable, tuberous and corm, subgroup 1C
	Peppermint, tops	
Corn (field, pop, sweet)	Soybean	
Cotton	Spearmint, tops	

Domestic Outdoor Uses: Fire ant baits, landscape turf, and ornamentals.

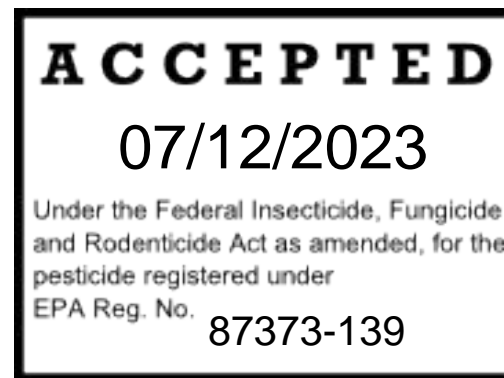
Indoor Use: Ant bait and cockroach baits

Terrestrial Non-Food Uses: Golf course turf and landscape ornamentals, noncrop/nongrazed areas, and tobacco

(2) Each formulator is responsible for obtaining EPA registration for their end-use product(s).

(3) Uses for experimental purposes that are in compliance with U.S. EPA requirements. Consult Argite, LLC before using this product for formulating purposes.

(4) This product may be used to formulate products for any additional uses not listed on the technical label if the formulator, user group, or grower has complied with U.S. EPA data submission requirements regarding the support of such uses.



STORAGE AND DISPOSAL

DO NOT contaminate water, food or feed by storage, disposal or cleaning of equipment.

PESTICIDE STORAGE: Keep this product in its tightly closed original container. Store in a cool, dry (preferably locked) industrial area away from other pesticides, fertilizer, food or feed that is inaccessible to children and animals.

PESTICIDE DISPOSAL: Pesticide wastes are acutely hazardous. 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.

CONTAINER HANDLING:

Non-refillable fiber drums with liners: 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 formulation equipment. Then offer for recycling if available or dispose of liner in a sanitary landfill, or by other procedures approved by state and local authorities. If drum is contaminated and cannot be reused, dispose of it in the manner required for its liner.

Nonrefillable Plastic Containers (Capacity Greater Than 50 Pounds): Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into formulation equipment. 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 it back and forth several times. Empty the rinsate into formulation equipment or store rinsate for later use or disposal. Repeat this procedure two more times. Then for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill or by incineration. Do not burn unless allowed by state and local ordinances. For Metal Containers, offer for recycling if available or reconditioning if appropriate or puncture and dispose of in a sanitary landfill or by other procedures approved by state and local authorities.

Nonrefillable Plastic Containers (e.g., Intermediate Bulk Containers [IBC]) (Size or Shape Too Large to be Tipped, Rolled or Turned Upside Down): Nonrefillable container. Do not reuse or refill this container. Clean container promptly after emptying the contents from this container into formulation equipment and before final disposal using the following pressure rinsing procedure: Insert a lance fitted with a suitable tank cleaning nozzle into the container and ensure that the water spray thoroughly covers the top bottom and all sides inside the container. The nozzle manufacturer generally provides instructions for the appropriate spray pressure spray duration and/or spray volume. If the manufacturer's instructions are not available pressure rinse the container for at least 60 seconds using a minimum pressure of 30 PSI with a minimum rinse volume of 10% of the container volume. Drain pour or pump rinsate into formulation equipment or rinsate collection system. Repeat this pressure rinsing procedure two more times. Then for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill or by incineration. For Metal Containers, offer for recycling if available or reconditioning if appropriate or puncture and dispose of in a sanitary landfill or by other procedures approved by state and local authorities.

CONDITIONS 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]