

## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

December 29, 2015

Jane M. Miller Agent Cinmax International LLC c/o Biologic Consulting, Inc. 115 Obtuse Hill Road Brookfield, CT 06804

Subject: Label Amendment – Reinstate use sites and update the label format

Product Name: Glyphosate Acid Technical

EPA Registration Number: 87659-1 Application Date: October 14, 2015

Decision Number: 510379

Dear Ms. Miller:

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 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.

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.

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

Page 2 of 2 EPA Reg. No. 87659-1 Decision No. 510379

with FIFRA section 6. If you have any questions, please contact Shanta Adeeb by phone at 703-347-0502, or via email at <a href="mailto:adeeb.shanta@epa.gov">adeeb.shanta@epa.gov</a>.

Sincerely,

Reuben Baris, Product Manager 25

Herbicide Branch

Registration Division (7505P)

Office of Pesticide Programs

Enclosure

### **GLYPHOSATE ACID TECHNICAL**

[alt. Brand Names: Wynca USA™ Sunphosate® Acid Technical; Wynca USA™ Glyphosate Acid Technical]

FOR MANUFACTURING USE ONLY

Active Ingredient:

# KEEP OUT OF REACH OF CHILDREN DANGER

FIRST AID	
If in Eyes:	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 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 the poison control center or doctor. Do not give anything by mouth to an unconscious person.
If Inhaled:	Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.
If on Skin or Clothing:	Take off contaminated clothing. Rinse skin immediately with water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-222-1222 for emergency medical treatment information.

Note to Physician: Probable mucosal damage may contraindicate the use of gastric lavage.

Manufactured for:

**CINMAX INTERNATIONAL LLC** 3050 Metro Drive, Suite 113 Bloomington, MN 55425

EPA Reg. No. 87659-1 EPA Est. No. XXXXX-XX-XXX ACCEPTED

12/29/2015

Under the Federal Insecticide, Fungicide and Rodenticide Act as amended, for the pesticide registered under EPA Reg. No. 27050 4 Not Wo

87659-1 Net Weight:

Lot:

#### PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

CORROSIVE. CAUSES IRREVERSIBLE EYE DAMAGE. HARMFUL IF INHALED. Do not get in eyes or on clothing. Avoid breathing dust. Wear goggles or face shield. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash clothing before reuse.

#### **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 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.

The active ingredient in this product is a non-selective broad spectrum herbicide. Do not handle or use in a manner that can result in accidental contact with desirable vegetation.

#### **DIRECTIONS FOR USE**

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

Read entire label before using this product.

Use only for manufacturing, formulating, or repackaging into a herbicide for use in the following:

- 1. Terrestrial Food Crops (all crops in the following crop groups as listed under 40 Code of Federal Regulations (CFR) 180.41, Crop Group Tables):
- **Crop Group** 1: Vegetable, Root and Tubers
- Crop Group 2: Vegetables, Leaves of Root and Tubers
- Crop Group 3: Vegetables, Bulb
- Crop Group 4: Vegetables, Leafy except Brassica
- Crop Group 5: Vegetables, Leafy, Brassica
- Crop Group 6: Vegetables, Legumes
- **Crop Group 7:** Foliage of Legume Vegetables
- **Crop Group 8:** Vegetables, Fruiting
- Crop Group 9: Vegetables, Cucurbit
- **Crop Group 10:** Fruits, Citrus
- Crop Group 11: Fruit, Pome
- Crop Group 12: Fruits, Stone
- **Crop Group 13:** Berries
- Crop Group 14: Tree Nuts

**Crop Group 15**: Cereal Grains

**Crop Group 16:** Forage, Fodder and Straw of Cereal Grains

**Crop Group 17:** Grass Forage, Fodder and Hay

**Crop Group 18:** Nongrass Animal Feeds (Forage, Fodder, Straw and Hay)

**Crop Group 19:** Herbs and Spices **Crop Group 20:** Oil Seed Group

**Other crops:** canola; cotton; cranberry; grapes (raisin, table, and wine); hops; kiwifruit; mint (including peppermint and spearmint); peanuts; pistachio; strawberry; sugarcane.

**Glyphosate-tolerant crops:** Roundup Ready Alfalfa; Roundup Ready Canola (Spring Varieties); Roundup Ready Canola (Winter Varieties); Roundup Ready Corn; Roundup Ready Sweet Corn; Sweet Corn hybrids with Roundup Ready 2 Technology; Field Corn Hybrids with Roundup Ready 2 Technology; Roundup Ready Cotton; Roundup Ready Flex Cotton; Roundup Ready Soybean; Roundup Ready 2 Yield Soybean; Roundup Ready Sugarbeet.

**Tropical Fruits:** acerola; banana (plantains); breadfruit; canistel; carambola (starfruit); cherimoya; cacao (cocoa) bean; coffee (bean); dates (dried); figs; guava; jaboticaba; jackfruit; longan; lychee; mango; marmaladebox (genip); papaya; passion fruit; persimmons; pineapple; pomegranate; sapodilla; sapote (black, mamay, white); soursop; sugar apple; tamarind.

Miscellaneous crops: aloe vera; ambarella; artichoke (globe); asparagus; atemoya; avocado; bamboo (shoots); betelnut; biriba; blimbe; borage (seed); buffalo gourd (seed); cactus (fruit and pads); chaya; coconut; crambe (seed); custard apple; dokudami; durian; epazote; feijoa; flax (meal and seed); galangal (roots); Governor's plum; gow kee (leaves); ilama; imbe; imbu; jojoba (seed); Juneberry; kava (roots); kenaf (forage); lesquerella (seed), leucaena (forage); lingonberry; mamey apple; mangosteen; meadowfoam (seed); Mexican oregano (leaves); mioga (flower); mountain papaya; mustard (seed); noni (Indian mulberry); okra; olive; palm (heart, leaves, oil); pasture grasses; pawpaw; pepper leaf; perilla (tops); pine nut; pulasan; quinoa (grain); rambutan; rape (seed); rose apple; safflower (seed); salal; sesame (seed); sorghum (milo); soybean; Spanish lime; star apple; stevia (dried leaves); sugarbeet; sunflower (seed); Surinam cherry; tea (dried and instant); teff (grain); ti, (leaves and roots); ugli fruit; wasabi (roots); water spinach (tops); watercress (upland); wax jambu; White flower ginger; yacon (tuber).

#### For the following uses:

- Bermudagrass release; broadcast and spot weed control; chemical mowing; cut stump application; hollow stem injection; injection and frill; trim-and-edge; turfgrass renovation; site preparation
- Other uses in, on or around the following sites: airports; apartment complexes; aquatic and wetland sites; commercial sites; Conservation Reserve Program (CRP); construction sites; ditch banks; dormant turfgrass; driveways;

dry ditches; dry canals; eucalyptus and hybrid poplar production; fallow ground; farmsteads; fencerows; forestry site preparation and release programs; golf courses; greenhouses; industrial sites; landscape areas; lumber yards; manufacturing sites; municipal sites; natural areas; non-food tree, shrub, vine, and ornamentals production sites; office complexes; ornamentals; parks; parking areas; pastures; petroleum tank farms and pumping installations; plant nurseries; public areas; railroads; rangeland; recreational areas; rights-of-way (ROW); roadsides; schools; shadehouses; site preparation or directed sprays to the floor of ornamental nurseries and Christmas tree farms; sod or turf seed farms; sports complexes; storage areas; substations; turfgrasses and grasses for seed production; turfgrass areas; utility sites; warehouse areas; wildlife food plots; wildlife management areas; woody brush and trees; and other related sites.

- **Residential Sites:** on and around driveways walkways, patios, and buildings; around fences, trees, shrubs, flower beds, vegetable and herb gardens and other areas in the yard; lawn restoration/renovation and garden plot preparation.
- 2. 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; and
- 3. Uses for experimental purposes that are in compliance with US EPA requirements.

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

#### STORAGE AND DISPOSAL

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

**PESTICIDE STORAGE:** Store in original container only. Do not store near heat or open flame. In case of spill or leak, sweep up and dispose of waste.

**PESTICIDE DISPOSAL:** Open dumping is prohibited. Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility. **CONTAINER DISPOSAL:** Nonrefillable container. Do not reuse or refill this container.

Completely empty bag into formulation equipment. Then offer for recycling if available, or dispose of empty bag in a sanitary landfill or by incineration or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

**NOTICE:** Read the entire Directions for Use and Conditions of Sale and Limitations 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 directions 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, weather conditions, presence of other materials or other influencing factors in the use of this product, which are beyond the control of CINMAX International 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 CINMAX International LLC and Seller harmless for any claims relating to such factors.

CINMAX International 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 CINMAX International LLC, and Buyer and User assume the risk of any such use. To the extent consistent with applicable law, CINMAX INTERNATIONAL 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, CINMAX INTERNATIONAL LLC or Seller shall not be liable for any incidental, consequential or special damages resulting from the use or handling of this product. THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF CINMAX INTERNATIONAL 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 CINMAX INTERNATIONAL LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT.

CINMAX INTERNATIONAL LLC and Seller offer this product, and Buyer and User accept it, subject to the foregoing Conditions of Sale and Limitations of Warranty and of Liability, which may not be modified except by written agreement signed by a duly authorized representative of CINMAX INTERNATIONAL LLC

Roundup Ready is a registered trademark of Monsanto Company