

#### 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: Gly 62% MC EPA Registration Number: 87659-2 Application Date: October 14, 2015 Decision Number: 510380

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.

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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 Shanta Adeeb by phone at 703-347-0502, or via email at <u>adeeb.shanta@epa.gov</u>.

Sincerely,

Reuben Baris, Product Manager 25 Herbicide Branch Registration Division (7505P) Office of Pesticide Programs

Enclosure

## Gly 62% MC MANUFACTURING CONCENTRATE [alt. brand names: Wynca USA™ Sunphosate® 62% MC; Wynca USA™ Gly 62% MC]

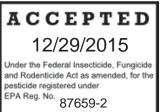
Bracketed text [] optional marketing language: [Manufacturing Concentrate]

#### **ACTIVE INGREDIENT:**

Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt	62.0%
OTHER INGREDIENTS:	<u>38.0%</u>
TOTAL	100.0%

Contains 769 grams per liter or 6.42 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 570 grams per liter or 4.75 pounds per U.S. gallon of the acid, glyphosate.

EPA Reg. No. 87659-2



### KEEP OUT OF REACH OF CHILDREN CAUTION

#### PRECAUTIONARY STATEMENTS ENVIRONMENTAL HAZARDS

**Do not discharge eff**luent 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

Solutions of this product should be mixed, stored and applied only in stainless steel, aluminum, fiberglass, plastic and plastic-lined containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR TANKS. This product or solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

In case of: SPILL or LEAK, soak up and remove to a landfill.

#### FOR CHEMICAL SPILL, LEAK FIRE, OR EXPOSURE CALL CHEMTREC (800) 424-9300

Manufactured for: Cinmax International LLC 3050 Metro Drive, Suite 113 Bloomington, MN 55425

Net Contents: <u>Gals.</u> Lbs.

EPA Est. No. XXXXX-XX-XXX

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*EPA Approved Amendment 04 09 2015 Amendment to update format and reinstate uses 10 14 2015* 

#### DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a 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 above 32°F (0°C) to keep from crystallizing. Crystals will settle to the bottom. If allowed to crystallize, warm to 68°F (20°C) and mix well or recirculate to redissolve before using. Store in original container. Do not store near heat or open flame.

**PESTICIDE DISPOSAL:** Wastes resulting from the use of this product that cannot be used or chemically reprocessed must be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state or local procedures.

**CONTAINER HANDLING: Non-refillable containers.** Do not reuse or refill this container. Offer for recycling, if available. Triple rinse or pressure rinse container (or equivalent) promptly after emptying. Triple rinse as follows:

**Non-refillable container less than or equal to 5 gallons:** Empty the remaining contents into formulation 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 rinsate into formulation equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

**Non-refillable container greater than 5 gallons:** Empty the remaining contents into formulation equipment or a mix tank and drain for 10 seconds after the flow begins to drip. 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 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 a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure rinse as follows (all sizes):** Empty the remaining contents into formulation equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over formulation equipment or mix tank or collect rinsate 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.

**Refillable Containers:** Refill this container with pesticide 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 the container into formulation equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with pump for 2 minutes. Pour or pump rinsate into formulation equipment or rinsate collection system. Repeat this rinsing process two more times.

Return to point of sale or offer for recycling, if available, or reconditioning, if appropriate, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures approved by state and local authorities.

#### CONDITIONS OF SALE AND WARRANTY

The **DIRECTIONS FOR USE** of this product reflect the opinion of experts based on field use and tests. The directions are believed to be reliable and must be followed carefully. However, it is impossible to eliminate all risks inherently associated with use of this product. To the extent consistent with applicable law, all such risks shall be assumed by the Buyer.

CINMAX INTERNATIONAL LLC warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the Directions for Use subject to the inherent risks referred to above. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, CINMAX INTERNATIONAL LLC MAKES NO OTHER EXPRESS OR

IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO, AND THE BUYER SHALL BE SOLELY RESPONSIBLE FOR, ANY AND ALL LOSS OR DAMAGE WHICH RESULTS FROM THE USE OF THIS PRODUCT IN ANY MANNER WHICH IS INCONSISTENT WITH THE LABEL DIRECTIONS.

To the extent consistent with applicable law, BUYER'S EXCLUSIVE REMEDY AND MANUFACTURER'S OR SELLER'S EXCLUSIVE LIABILITY FOR ANY AND ALL CLAIMS. LOSSES, DAMAGES, OR INJURIES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER OR NOT BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, SHALL BE LIMITED, AT THE MANUFACTURER'S OPTION, TO REPLACEMENT OF OR THE REPAYMENT OF THE PURCHASE PRICE FOR THE QUANTITY OF PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. When Buyer suffers losses or damages resulting from the use or handling of this product (including claims based on contract, negligence, strict liability, or other legal theories), Buyer must promptly notify Seller in writing of any claims to be eligible to receive either remedy stated above. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, IN NO CASE SHALL CINMAX INTERNATIONAL LLC OR THE SELLER BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT. CINMAX INTERNATIONAL LLC and the Seller offer this product, and the Buyer accepts it, subject to the foregoing Conditions of Sale and Warranty, which may be varied only by agreement in writing signed by a duly authorized representative of CINMAX INTERNATIONAL LLC No employee or agent of CINMAX INTERNATIONAL LLC or the Seller is authorized to vary or exceed the terms of this Warranty in any other manner.

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The manufacturer expressly disclaims all liability for claims and actions (whether based on contract, tort, strict liability, or breach of warranty) arising out of, resulting from or connected with a formulation containing this product when used for any purpose other than those uses set forth in the Directions for Use. The manufacturer has not developed scientific data to support, nor has it explicitly or implicitly approved, any uses other than those in the Directions for Use.

Any formulator or buyer who uses this product in formulations for any other than those stated in the Directions for Use above assumes all liability for claims and actions arising out of, connected with or resulting from such use and agrees by so using this product to indemnify and hold harmless the manufacturer from such claims and actions.

This Disclaimer and Indemnity is in addition to, not in lieu of, the above Conditions of Sale and Warranty.