



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY  
AND POLLUTION PREVENTION

August 4, 2016

Cheryl Wagner  
Willowood Imidacloprid LLC  
c/o Wagner Regulatory Associates, Inc.  
P.O. Box 640  
Hockessin, DE 19707

Subject: Label Amendment –Adding a Statement Allowing the Technical to be Used to Formulate Products for Specific Uses(s) not listed on the Label Under Certain Conditions  
Product Name: Willowood Imidacloprid Technical  
EPA Registration Number: 88544-2  
Application Date: 05/05/2016  
Decision Number: 518250

Dear Ms. Wagner,

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.

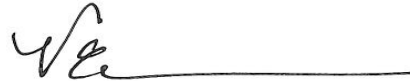
A stamped copy of your labeling is enclosed for your records. This labeling supersedes all previously accepted labeling. You must submit one copy of the final printed labeling before you release the product for shipment with the new labeling. In accordance with 40 CFR 152.130(c), you may distribute or 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 Jessica Rogala by phone at 703-347-0263, or via email at [rogala.jessica@epa.gov](mailto:rogala.jessica@epa.gov).

Sincerely,

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

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

Enclosure

**Willowood Imidacloprid Technical**

For Use in the Manufacture of Insecticides

**Active Ingredient:**

Imidacloprid 1-[(6-Chloro-3-pyridinyl)methyl]- N-nitro-2-imidazolidinimine.....	97.7%
<b>Other Ingredients:</b> .....	2.3%
<b>Total:</b> .....	100.0%

**KEEP OUT OF REACH OF CHILDREN  
WARNING**

First Aid
<b>IF SWALLOWED</b> <ul style="list-style-type: none"> <li>• Call a poison control center or doctor immediately for treatment advice.</li> <li>• Have person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
<b>IF INHALED</b> <ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance then give artificial respiration, preferably mouth-to-mouth if possible.</li> <li>• Call a poison control center or doctor for further treatment advice.</li> </ul>
<b>Note to Physician:</b> No specific antidote is available. Treat symptomatically.
Have a product container or label with you when calling a poison control center or doctor or going for treatment. <b>EMERGENCY NUMBERS:</b> For 24 Hour Medical Emergency Assistance (Human or Animal), Call <b>1-800-222-1222</b> . For Chemical Emergency Assistance (Spill, Leak, Fire, or Accident), Call ChemTrec at <b>1-800-424-9300</b> .

EPA Reg. No. 88544-2

EPA Est. No. \_\_\_\_\_

Net Contents: 55 lbs. (24.95 kgs.) / 770 lbs. (350 kgs.)

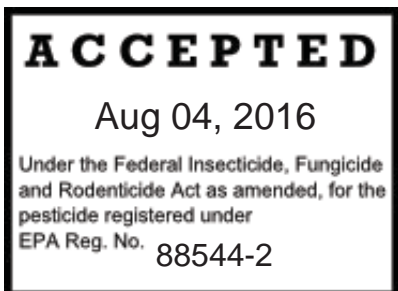
**Manufactured For:**  
Willowood Imidacloprid LLC  
1600 NW Garden Valley Blvd, Suite 120  
Roseburg, OR 97471

**PRECAUTIONARY STATEMENTS****HAZARDS TO HUMANS AND DOMESTIC ANIMALS**

**Warning.** May be fatal if swallowed. Harmful if inhaled. Avoid breathing spray mist or vapor. Wear long sleeved shirt, long pants, shoes, socks, and chemical resistant gloves made out of any waterproof material. Wash thoroughly with soap and water after handling and before eating, drinking, using tobacco, or using the toilet. Remove contaminated clothing and wash before reuse.

**ENVIRONMENTAL HAZARDS**

This product is highly toxic to aquatic invertebrates. Keep out of lakes, streams, or ponds. 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 EPA.

**DIRECTIONS FOR USE**

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

Willowood Imidacloprid Technical is intended for formulation into end use products for:

- 1. Terrestrial Non-food Crop, Residential and Commercial Outdoor:** Lawns, turf grasses, ornamentals, Christmas Trees, Poplar/cottonwood trees.
- 2. Terrestrial Non-food Crop, Indoor:** Poultry facilities.
- 3. Terrestrial Food Crops:** Bananas and Plantains, Bulb Vegetables Crop Group, Bushberry Crop Group, Brassica (Cole) Vegetable Crop Group, Caneberry, Canola, Cereal Grain Crop Group (Barley, Oat, Rye, Sorghum, wheat (excluding rice), Citrus Crop Group (containerized and field), Coffee, Corm Vegetable Group, Cotton, Cranberry, Cucurbit Vegetables Crop Group, Fruiting Vegetables Crop Group, Globe Artichoke, Grapes, Greenhouse Vegetables, Herb Crop Group, Hops, Leafy Vegetables Crop Subgroup, Leafy Petiole Vegetables Crop Subgroup, Legume Vegetables Crop Group (except soybean), Peanuts, Pome Fruit Crop Group, Pomegranate, Potatoes (including seed piece treatment), Root and Tuber Vegetables Crop Group, Soybeans, Sugarbeets, Strawberry, Stone Fruit Crop Group, Tobacco, Tree Nut Crop Group (excluding almonds), and Tropical Fruit (Acerola, Atemoya, Avocado, Black sapote, Camstel, Chenmoya, Custard apple, Feijoa, Jaboticaba, Guava, Llama, Longan, Lychee, Mamey sapote, Mango, Papaya, Passionfruit, Persimmon, Pulasan, Rambutan, Sapodilla, Soursop, Spanish lime, Star apple, Starfruit, Sugar apple, and Waxjambu).
- 4. Greenhouse Non-food Crop, Residential and Commercial Indoor:** Greenhouse Ornamentals, Interior Plantscapes.
- 5. Indoor Non-food Use:** Woods, Plastic, and Textiles, above and below ground protection of wood, wood composites, plastics, cables, textiles, geotextiles, and termiticidal wall treatment from insect infestation.

**Preservatives for Wood and Wood-based Composite Products:** For indoor manufacturing of wood preservatives or preservatives intended for use in wood-based composite products, such as waferboard, fiberboard, particleboard, plywood, and oriented strand board to prevent the attack of insects, including termites.

**Preservatives for Plastic:** For indoor manufacturing of preservatives intended for use in plastics such as PVC, polyurethane, polyethylene, polypropylene, natural synthetic rubber, and other plastics. These plastics are used in the following applications: boat covers, carpet backings, convertible car tops, flooring, hoses, automotive underbody coatings, pond liners, roofing foils, wall coverings, cable sheathing, film and sheet of agricultural products, and other applications. Use for film and sheathing, extruded profiles, plastisols, molded goods, organosols, fabric coatings, and similar systems requiring termiticidal compounds.

**Textiles:** For use as a termiticide in textiles such as tents and groundsheets, boat and car covers, awnings, tarpaulins, marine upholstery, seals, felts, and other applications. Formulations must be manufactured indoors.

- 6. This product may be used to formulate products for specific uses(s) not listed on the MP label if the formulator, user group, or grower has compiled with the U.S. EPA data submission requirements regarding the support of such use(s).**

Detailed information on chemical and physical properties and other formulating specifications for Willowood Imidacloprid Technical are available upon request from Willowood Imidacloprid LLC. Obtain and read this information before undertaking the formulation of Willowood Imidacloprid Technical in order to avoid formulation hazards and insure a satisfactory finished product.

Labeling for products formulated from this product must conform to that which is currently registered with the U.S. Environmental Protection Agency. For specific information on federally registered uses, contact Willowood Imidacloprid LLC. Any variance from the federally registered labeling for products containing Imidacloprid will have to be supported by data provided by the formulator.

**STORAGE AND DISPOSAL**

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

**Pesticide Storage:** Store in a cool dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area.

Handle and open container in a manner as to prevent spillage. If the container is leaking or material is spilled for any reason or cause, carefully sweep material into a pile and dispose of as directed for pesticides below. Refer to Precautionary Statements on label for hazards associated with the handling of this material. In spill or leak incidents, keep unauthorized people away.

**Pesticide Disposal:** Pesticide wastes are toxic. Improper disposal of excess pesticide 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:**

**Bags: Nonrefillable container.** Do not reuse or refill this container. Completely empty bag into formulation equipment. Then dispose of empty bag in a sanitary landfill or by incineration, or by other procedures approved by state and local authorities.

**Liner: Nonrefillable container.** Do not reuse or refill this container. Completely empty liner into application equipment 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 empty liner in a sanitary landfill or by incineration.

**Outer Drum: Refillable container.** 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, completely empty liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application equipment or a mix tank. Return to point of sale or offer for recycling if available or dispose of in a sanitary landfill, or by incineration. If drum is contaminated and cannot be reused, dispose of it in the manner required for its liner.

**IMPORTANT: READ BEFORE USE**

Read the entire Directions for Use, Conditions, Disclaimer of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties and Limitations of Liability.

**CONDITIONS:** The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of Willowood Imidacloprid LLC. To the extent consistent with applicable law, all such risks shall be assumed by the user or buyer.

**DISCLAIMER OF WARRANTIES:** TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, WILLOWOOD IMIDACLOPRID LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. To the extent consistent with applicable law, no agent of Willowood Imidacloprid LLC is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, WILLOWOOD IMIDACLOPRID LLC DISCLAIMS ANY LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

**LIMITATIONS OF LIABILITY:** TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID, OR AT WILLOWOOD IMIDACLOPRID LLC'S ELECTION, THE REPLACEMENT OF PRODUCT.