



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY  
AND POLLUTION PREVENTION

April 6, 2020

Nicole O'Loughlin  
Agent for Atticus, LLC  
c/o Pyxis Regulatory Consulting, Inc.  
4110 136<sup>th</sup> St. Ct. NW  
Gig Harbor, WA 98332

Subject: PRIA Label Amendment – Addition of Previously Approved Use on Sugarcane  
Product Name: S-METOLACHLOR TECHNICAL  
EPA Registration Number: 91127-14  
Application Date: 7/24/19  
Decision Number: 553670

Dear Ms. 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.

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) 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

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with FIFRA section 6. If you have any questions, please contact Sarah Meadows by phone at 703-347-0505, or via email at meadows.sarah@epa.gov.

Sincerely,

A handwritten signature in cursive script that reads "Mindy Ondish".

Mindy Ondish  
Product Manager 23  
Herbicide Branch  
Registration Division (7505P)  
Office of Pesticide Programs

Enclosure

# S-Metolachlor Technical

## TECHNICAL PRODUCT FOR MANUFACTURING USE ONLY

**ACTIVE INGREDIENT:** S-Metolachlor (CAS No. 87392-12-9):

98.0%  
 $\frac{2.0\%}{100.0\%}$

**OTHER INGREDIENTS:**

**TOTAL**

### KEEP OUT OF REACH OF CHILDREN

#### CAUTION

##### FIRST AID

If Swallowed:	<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 the poison control center or doctor.</li> <li>Do not give anything by mouth to an unconscious person.</li> </ul>
If in Eyes:	<ul style="list-style-type: none"> <li>Hold eye open and rinse slowly and gently with water for 15 -20 minutes.</li> <li>Remove contact lenses, if present, after the first 5 minutes, then continue rinsing.</li> <li>Call a Poison Control Center or doctor for treatment advice.</li> </ul>
If on Skin or Clothing:	<ul style="list-style-type: none"> <li>Take off contaminated clothing.</li> <li>Rinse skin immediately with plenty of water for 15 -20 minutes.</li> <li>Call a Poison Control Center or doctor for treatment advice.</li> </ul>

##### HOTLINE NUMBER

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may contact 1-866-257-4118 for emergency medical treatment information.

**For Chemical Spill, Leak, Fire, or Exposure, call: CHEMTREC 1-800-424-9300**

**Manufactured for:**

Extremis, LLC

5000 CentreGreen Way, Suite 100

Cary, NC 27513

**ACCEPTED**

04/06/2020

Under the Federal Insecticide, Fungicide and Rodenticide Act as amended, for the pesticide registered under EPA Reg. No. 91127-14

EPA Reg. No. 91127-14

EPA Est. No.

Net Weight: lbs ( kg)

Batch No.:

### PRECAUTIONARY STATEMENTS

#### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

**CAUTION.** Harmful if absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Prolonged or frequently repeated skin contact may cause allergic reaction in some individuals. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated 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 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.

Only for formulation into an herbicide for the following use(s):

- alfalfa grown for seed; legume vegetables; root and tuber vegetables (Subgroup 1B and 1C); buffalograss; brassica vegetables; leafy petioles (Subgroup 4B plus rhabarb); cilantro; corn; cotton; cucurbit vegetables (Crop Group 9); revised crop groupings for fruiting vegetables (Group 8-10, except tabasco peppers and excluding okra); established grasses grown for seed; guaymon bermudagrass for seed production; head lettuce; leaf lettuce; caneberry (Subgroup 13-07A); bushberry (Subgroup 13-07B); low-growing berries (Subgroup 13-07G excluding cranberry); meadowfoam grown for seed, nurseries, turf, and landscape plantings; onions (dry bulb); peanuts; potatoes; radishes grown for seed

### Storage and Disposal

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

**PESTICIDE STORAGE:** Store in original container in a cool, dry place.

**PESTICIDE DISPOSAL:** Open dumping is prohibited. Wastes resulting from the use of this product are toxic. Improper disposal of unused pesticide is a violation of federal law. Pesticide that cannot be used according to label instructions must be disposed of according to federal, state, or local procedures. For guidance in proper disposal methods, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office.

**CONTAINER HANDLING:** Nonrefillable container. Do not reuse or refill this container. **Triple rinse as follows:** Empty remaining contents into application equipment or mix tank. Fill the container ¼ 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 application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Then 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.

### 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 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 Extremis 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 Extremis LLC and Seller harmless for any claims relating to such factors.

Extremis 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 Extremis LLC, and Buyer and User assume the risk of any such use. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, EXTREMIS LLC MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.**

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