



U.S. ENVIRONMENTAL PROTECTION AGENCY

Office of Pesticide Programs
Registration Division (7505P)
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

EPA Reg. Number:

93923-1

Date of Issuance:

2/25/20

NOTICE OF PESTICIDE:

Registration
 Reregistration
(under FIFRA, as amended)

Term of Issuance:

Conditional

Name of Pesticide Product:

DICAMBA TECHNICAL

Name and Address of Registrant (include ZIP Code):

Rachel L. Hardie
Hy-Green, LLC
c/o Wagner Regulatory Associates, Inc.
P.O. Box 640
7217 Lancaster Pike, Suite A
Hockessin, DE 19707

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.

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.

Signature of Approving Official:

Emily Schmid

Emily Schmid, Product Manager 25
Herbicide Branch, Registration Division (7505P)

Date:

2/25/20

2. You are required to comply with the data requirements described in the DCI identified below:
 - a. Dicamba GDCI- 029801-1659

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

3. Make the following label changes before you release the product for shipment:
 - Revise the EPA Registration Number to read, “EPA Reg. No. 93923-1.”
4. 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 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.

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. Please also note that the record for this product currently contains the following CSFs:

- Basic CSF dated 01/07/2020

If you have any questions, please contact Grant Rowland by phone at 703-347-0254, or via email at rowland.grant@epa.gov.

Enclosure

Dicamba Technical

For Manufacturing Purposes Only

Active Ingredient:	% By Weight
Dicamba (3,6-dichloro-2-methoxybenzoic acid).....	97.10%
Other Ingredients:	<u>2.90%</u>
TOTAL:	100.00%

KEEP OUT OF REACH OF CHILDREN

DANGER/PELIGRO

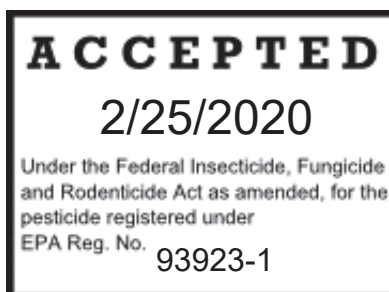
Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
 (If you do not understand the label, find someone to explain it to you in detail.)

FIRST AID	
IF IN EYES:	<ul style="list-style-type: none"> Hold eye open and rinse slowly and gently with water for 15 to 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 ON SKIN OR CLOTHING:	<ul style="list-style-type: none"> Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. Call a poison control center or doctor for treatment advice.
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 to an unconscious person.
IF INHALED:	<ul style="list-style-type: none"> 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.
HOTLINE NUMBERS	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For 24-Hour Medical Emergency Assistance (Human or Animal), call: 1-800-222-1222 . For Chemical Emergency Assistance (Spill, Leak, Fire, or Accident), call CHEMTREC: 1-800-424-9300 .	

EPA Reg. No.: 93923-1

EPA Est. No.: _____

Manufactured For:
 Hy-Green LLC
 c/o Wagner Regulatory Associates Inc.
 P.O. Box 640
 Hockessin, DE 19707



Net Contents: _____ Lbs. (Kg.)

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

Danger

Corrosive. Causes irreversible eye damage. Causes skin irritation. Harmful if swallowed. Harmful if absorbed through skin. Harmful if inhaled. Do not get in eyes, on skin or on clothing. Avoid breathing dust. Wash thoroughly with soap and water after handling and before eating, drinking chewing gum, using tobacco or using the toilet. Remove and wash contamination clothing before reuse. Wear protective eyewear (goggles, face shield or safety glasses). Wear appropriate protective clothing and gloves.

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.

For Manufacturing Use Only.

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

1. Asparagus; Conservation Reserve Programs (CRP) areas; Corn; Cotton; Fallow systems; Farmsteads; Fence rows; Golf courses; Grass forage, fodder and hay (including grasses grown for seed); Industrial areas, Lawns; Millet, Non-irrigation ditchbanks; Pasture and Rangelands, Rights-of-ways; Roadsides; Small grains (Barley, Oats, Teff, Wheat), Sorghum (including Sudan grass); Soybeans, Sugarcane, Turf and Sod farms.
2. Uses not listed on this label if the formulator, user group or grower has complied with EPA data submission requirements regarding support of such uses.
3. Uses for experimental purposes that are in compliance with U.S. EPA requirements.

The user is solely responsible for the determination of suitability of use of this product for any specific purpose, any manufacturing practice employed and adoption of such safety precautions as may be necessary.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in a secured area preferably cool and dry. Open containers in well ventilated areas.

Keep container tightly closed when not in use. Store only in original container unless it is damaged and requires to be replaced. In such case, clearly label contents.

PESTICIDE DISPOSAL: Pesticide wastes are toxic. If container is damaged or pesticide has leaked, clean up all spilled materials and place in closed labeled container. Improper disposal of excess pesticide, spray mixture, or reconstitute is a violation of federal law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide Environmental Control Agency or the Hazardous Wastes representative at the nearest EPA Regional Office for guidance.

CONTAINER HANDLING:

Nonrefillable Container (flexible-bag-all weights): Nonrefillable container. Do not reuse or refill this container. Completely empty bag into manufacturing equipment by shaking and tapping sides and bottom to loosen clinging particles. 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.

Nonrefillable Container (rigid-fifty lbs. or less): Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available. Clean container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or mix tank. Fill the container one-fourth full with water and recap. Shake for 10 seconds. Pour reconstitute into application equipment or mix tank or store reconstitute for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Dispose of empty container in a sanitary landfill or by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

Nonrefillable Container (rigid-greater than fifty lbs.): Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available. Clean container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or mix tank. Fill the container one-fourth 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 reconstitute into application equipment or mix tank or store reconstitute for later use or disposal. Repeat this procedure two more times. Dispose of empty container in a sanitary landfill or by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

Refillable Container: 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, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump reconstitute into application equipment or reconstitute collection system. Repeat this rinsing procedure two more times.

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 Directions 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, weather, presence of other materials or other influencing factors in the use of the product, which are beyond the control of Hy-Green 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 "Company Name" and Seller harmless for any claims relating to such factors.

Hy-Green 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 to the extent consistent with applicable law. 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 Hy-Green LLC, and Buyer and User assume the risk of any such use. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, HY-GREEN 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 Hy-Green LLC nor Seller shall 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 HY-GREEN 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 HY-GREEN LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

Hy-Green 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 Hy-Green LLC.