

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

June 14, 2021

Maryanne Geisbush Agent for Pinnacle Products, Inc. c/o Pyxis Regulatory Consulting Inc. 4110 136th St. Ct. NW Gig Harbor, WA 98332

Subject: PRIA Label Amendment – Adding use sites and reformatting label to include crop groups instead of individual use sites Product Name: Glyphosate 62% Manufacturing Concentrate EPA Registration Number: 97706-1 Application Date: October 2, 2020 Decision Number: 566704

Dear Ms. Geisbush:

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

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with FIFRA section 6. If you have any questions, please contact Theresa Gerber at 703-347-8583 or by email at gerber.theresa@epa.gov.

Sincerely,

Emily Schmid

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

Enclosure

Glyphosate 62% MANUFACTURING CONCENTRATE



Under the Federal Insecticide, Fungicide and Rodenticide Act as amended, for the pesticide registered under

EPA Reg. No. 97706-1

[Alternate Brand Name: GLYPEX 62 MUP]

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. 97706-1

EPA Est. No.

KEEP OUT OF REACH OF CHILDREN CAUTION

PRECAUTIONARY STATEMENTS

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.

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

NET CONTENTS: _____GALS. ____LBS.

Manufactured by: Pinnacle Products, Inc. P.O.Box 3040 Hillsboro, OR 97123

DIRECTIONS FOR USE

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

This product may be reformulated or repackaged only into a herbicide for use on:

- Fallow ground, pastures, sods, rangelands and noncrop areas including: airports/landing fields, apartment complexes, chemical mowing, commercial sites, ditch banks, driveways, dry ditches, dry canals, fencerows, golf courses, greenhouses, habitat management, highway/roadsides, industrial sites, landscape areas, lumber yards, manufacturing sites, municipal sites, natural areas, office complexes, ornamentals, paved areas, parks, parking areas, pastures, petroleum tank farms and pumping installations, plant nurseries, public areas, railroads, rangeland, rights-of-way, roadsides, shadehouses, sod or turf seed farms, storage areas, sports complexes, substations, trim and edge, turfgrass areas, utility sites, warehouse areas, wildlife management areas, aquatic and wetland sites, recreational and public areas, eucalyptus and hybrid poplar production, farmsteads, forestry site preparation and release programs, site preparation or directed sprays to the floor of ornamental nurseries and Christmas tree farms, rights of way (ROW), Conservation Reserve Program (CRP), turfgrasses and grasses for seed production.
- <u>Residential Sites:</u> 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.

<u>Cut Stump (Tree Crops)</u>
 <u>Citrus Trees -</u> calamondin, chironja, citron, citrus hybrids, grapefruit, kumquat, lemon, lime, mandarin (tangerine), orange (all), pummelo, tangelo (ugli), tangor.
 <u>Fruit Trees -</u> apple, apricot, cherry (sweet, sour), crabapple, loquat, mayhaw, nectarine, olive, peach, pear, plum/prune (all), quince.
 <u>Nut Trees -</u> almond, beechnut, brazil nut, butternut, cashew, chestnut, chinquapin, filbert (hazelnut), hickory nut, macadamia, pecan, pistachio, walnut (black, English).

- Forestry Use and Christmas Trees pine, poplar, eucalyptus, Christmas trees.
- <u>Pasture grasses, Forage legumes and Rangelands</u> alfalfa, clover, and other forage legumes - alfalfa, clover, kenaf, kudzu, lespedeza, leucaena, lupin, sainfoin, trefoil, velvet bean, vetch (all types).
- Seed Production with the Roundup Ready Gene alfalfa, lettuce, rice wheat.
- Turf and Ornamental Sites.
- <u>Grass Seed or Sod Production</u> alfalfa seed; any grass (*Gramineae* family) except corn, sorghum, sugarcane and those listed in the "cereal and grain crops" section of this label including bahiagrass; bermudagrass; bluegrass; bromegrass; fescue; guineagrass; kikuya grass; orchardgrass; pangola grass; ryegrass; timothy; wheatgrass
- Crop Group1: Root & Tuber (except carrot, sweet potato, and sugar beet)
- Crop Group 2: Vegetable, Leaves of Root and Tuber (except sugar beet tops)
- <u>Crop Group 3-07: Vegetable, Bulb</u>

- Crop Group 4: Vegetable, Leafy (except brassica)
- Crop Group 5: Vegetable, Leafy, Brassica
- Crop Group 6: Legume (except soybean and dry pea)
- Crop Group 7A: Foliage of Legume (except soybean)
- <u>Crop Group 8-10: Vegetable, Fruiting (except okra)</u>
- <u>Crop Group 9: Vegetable, Cucurbit</u>
- <u>Crop Group 10-10: Fruit, Citrus</u>
- <u>Crop Group 11-10: Fruit, Pome</u>
- <u>Crop Group 12: Fruit, Stone</u>
- <u>Crop Group 13-07: Berry and Small Fruit</u>
- <u>Crop Group 14: Tree Nuts</u>
- Crop Group 15: Grain, Cereal (except field corn, popcorn, rice, sweet corn, and wild rice)
- <u>Crop Group 16: Cereal, Forage, Fodder and Straw, (except field corn, forage and field corn, stover)</u>
- <u>Crop Group 17: Grass, Forage, Fodder and Hay</u>
- Crop Group 18: Animal Feed, Nongrass (Forage, Fodder, Straw and Hay)
- Crop Group 19A:
- <u>Crop Group 19B: Spices</u>
- <u>Crop Group 20: Oilseeds (except canola)</u>
- Grain Sorghum (Milo)
- Dry Beans, Peas, Lentils, and Chickpeas
- Tree, Vine and Shrub Crops
- Other Crops including: acerola; aloe vera; ambarella; artichoke, globe; asparagus; atemoya; avocado; bamboo, shoots; banana; betel Nut; biriba; blimbe; breadfruit; Buffalo Gourd; Cacao (cocoa) bean; cactus; canistel; canola; carrot,; Chaya; cherimoya; coconut; coffee; corn, field, pop, sweet; cotton; Custard apple; date; dokudami; durian, epazote; feijoa; fig; galangal; ginger; ; Governor's plum; gow kee; guava; hops; ilama; imbe; imbu; jaboticaba; jackfruit; jojoba; Juneberry; kava; kenaf; kiwi; lesquerella; leucaena; lingonberry; longan; lychee; mamey apple; mango; mangosteen; marmaladebox; meadowfoam; mioga; noni (Indian mulberry); okra; olive; oregano; oregano, Mexican; palm; papaya; papaya,

mountain; passionfruit; pawpaw; peanuts; pepper leaf; peppermint; perilla; persimmon; pine nut; pineapple; pistachio; plantain; pomegranate; pulasan; quinoa, grain; rambutan; rice; Rose Apple; sapodilla; sapote, black, mamey, white; sesame; soursop; soybean; spanish lime; spearmint; Star Apple; starfruit; stevia; sugar apple; Sugar beet (including tops); sugarcane; sunflower; Surinam cherry; Sweet Potato; tamarind; tea; teff; ti; ugli Fruit; wasabi; water spinach; watercress; wax jambu; wild rice; yacon.

<u>Roundup Ready Crops: Roundup Ready Alfalfa; Roundup Ready Canola; Roundup Ready Corn; Roundup Ready Corn 2; Roundup Ready Cotton/Flex Cotton; Roundup Ready Soybeans; Roundup Ready Sugarbeets
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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.

For Bulk Pesticide Storage: Ground water contamination may be reduced by diking and flooring of permanent liquid bulk storage sites with an impermeable material.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product that cannot be used or chemical 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 container (250 gallon & bulk): Refill this container with pesticide only. Do not reuse this container for any other purpose. Empty containers retain vapor and product residue. Observe all labeled safeguards until container is cleaned, reconditioned or destroyed. 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.

CONDITIONS OF SALE AND WARRANTY

CLAIMS, LOSSES, DAMAGES, 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.

Pinnacle Products, Inc. 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, PINNACLE PRODUCTS, INC. 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.

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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.

[EPA Approval Date]