



OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

WASHINGTON, D.C. 20460

October 09, 2024

SENT BY EMAIL

Leah Strayer
leah@pyxisrc.com
RAINBOW SUPPLY CHAIN USA, LLC

Subject: Labeling Notification per Pesticide Registration Notice (PRN) 98-10 - Change of primary brand name and update to contact information, company information, and warranty statement
Product Name: RAINBOW DICAMBA ACID TECHNICAL
Admin Number: 103810-6
EPA Receipt Date: 09/16/2024
Action Case Number: 00629783

Dear Leah Strayer:

The U.S. Environmental Protection Agency is in receipt of your application for notification under Pesticide Registration Notice 98-10 for the above referenced product. The EPA has conducted a review of this request for its applicability under PRN 98-10 and finds that the action requested falls within the scope of PRN 98-10.

The labeling submitted with this application has been stamped "Notification" and will be placed in our records.

The primary brand name of this product has been changed from ARG Dicamba Acid Technical to Rainbow Dicamba Acid Technical, and our records have been updated accordingly.

Should you wish to add/retain a reference to your 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 EPA. If the website is false or misleading, the product will be considered to be misbranded and sale or distribution of the product is unlawful under FIFRA section 12(a)(1)(E). 40 CFR § 156.10(a)(5) lists examples of statements the 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 EPA find or if it is brought to our attention that a website contains statements or claims substantially differing from statements or claims made in connection with obtaining a FIFRA section 3 registration, the website will be referred to the EPA's Office of Enforcement and Compliance Assurance.

If you have questions, please contact Margaret Golembiewski via email at golembiewski.margaret@epa.gov.

Sincerely,

Kable Bo Davis

Kable Bo Davis, Senior Advisor
HB, RD
Office of Pesticide Programs

ARG-Rainbow Dicamba Acid Technical

For Manufacturing Purposes Only

ACTIVE INGREDIENT:

Dicamba: (3,6-dichloro-o-anisic acid) 98.5% % BY WT

RELATED COMPOUND OTHER INGREDIENTS:

TOTAL: 1.5% 100.0%

KEEP OUT OF REACH OF CHILDREN

DANGER

FIRST AID	
If in eyes:	- Hold eye open and rinse slowly and gently with water for 15-20 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 swallowed:	- 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 by mouth to an unconscious person.
If on skin or clothing:	- Take off contaminated clothing. - Rinse skin immediately with plenty of water for 15-20 minutes. - Call a poison control center or doctor for treatment advice.
HOT LINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact SafetyCall at 1-844-685-9473 the Poison Control Center at 1-800-222-1222 for emergency medical treatment information. For non-emergency information concerning this product, call the National Pesticides Information Center (NPIC) at 1-800-858-7378, Monday through Friday, 8:00 AM to 12:00 PM Pacific Time, or at https://npic.orst.edu .	
NOTE TO PHYSICIAN	
Probable mucosal damage may contraindicate the use of gastric lavage.	

For Chemical Emergency: Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC Day or Night Within USA and Canada: 1-800-424-9300 +1 703-527-3887 (collect calls accepted)

Manufactured for:

Argite, LLCRAINBOW SUPPLY CHAIN USA, LLC
5000 CentreGreen Way, Suite 409535 E Plainfield Rd, Suite E
Cary, NC 27513Willowbrook, IL 60527

EPA Reg. No.: 87373-61103810-6
EPA Est. No.:
Net Weight:

103810-6

The applicant has certified that no changes, other than those reported to the Agency have been made to the labeling. The Agency acknowledges this notification by letter dated:

10/09/2024

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS

DANGER

Corrosive. Causes irreversible eye damage. Harmful if swallowed. Do not get in eyes, on skin or on clothing. Wear goggles or face shield when handling. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash clothing before reuse.

ENVIRONMENTAL HAZARDS

Keep out of lakes, streams or ponds. Do not contaminate water by cleaning of equipment or disposal of wastes. 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 Environmental Protection Agency.

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 A Herbicide (1) For The Following Use(s): Small grains, Corn, Sorghum, Sugarcane, Golf course and Residential Lawns, Sod farms, Pastures, Rangeland, and Rights-of-Ways;

(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 regulations.

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

The user is solely responsible for determination of suitability of the 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 and disposal.

Pesticide Storage: Store in original container, in a well-ventilated area separately from fertilizer, feed and foodstuffs. Avoid cross-contamination with other pesticides. Spillage or leakage should be contained carefully swept up and collected for disposal. Wash area of spill with detergent and water.

Pesticide Disposal: Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, 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: Nonrefillable container. Do not reuse or refill this container. Bags: Completely empty bag into manufacturing equipment by shaking and tapping sides and bottom to loosen clinging particles. If not emptied in this manner, the bag may be considered an acute hazardous waste and must be disposed in accordance with local, state and federal regulations. When completely empty, offer for recycling is available, or dispose of bag in a sanitary landfill or by incineration or, if allowed by state and local authorities, by burning. If burned, stay out of smoke. Fiber Drums with Liners: Completely empty liner into manufacturing equipment by shaking and tapping sides and bottom to loosen clinging particles. If not emptied in this manner, the liner may be considered an acute hazardous waste and must be disposed in accordance with local, state and federal regulations. When completely empty, offer for recycling is available, or dispose of liner in a sanitary landfill or by incineration or, if allowed by state and local authorities, by burning. If burned, stay out of smoke. If the drum is contaminated and can not be reused, offer for recycling if available, or dispose of in the same manner as the liner.

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 should 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 Argite LLC or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agrees to hold Argite LLC and Seller harmless for any claims relating to such factors. Argite 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 the product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of Seller or Argite LLC, and Buyer and User assume the risk of any such use. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ARGITE 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 Argite LLC nor Seller 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 ARGITE 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 ARGITE LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT. Argite 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 Argite LLC. RAINBOW SUPPLY CHAIN USA, LLC, warrants only that the material contained herein conforms to the chemical description on the label and is reasonably fit for the use herein described when used in accordance with the directions for use. The Directions For Use 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. 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 RAINBOW SUPPLY CHAIN USA, LLC, or the SELLER. To the extent consistent with applicable law, RAINBOW SUPPLY CHAIN USA, LLC, shall not be liable for the consequential, special or indirect damages resulting from the handling or use of this product. To the extent consistent with applicable law, all such risks shall be assumed by the Buyer.

Except as expressly provided herein, RAINBOW SUPPLY CHAIN USA, LLC, makes no warranties, guarantees, or representations of any kind, either express or implied, or by usage of trade, statutory or otherwise, with regard to the product sold, including but not limited to, merchantability, fitness for a particular purpose, use or eligibility of the product for any particular trade usage.

[EPA APPROVAL DATE 20140802e]