

OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

WASHINGTON, D.C. 20460

March 13, 2025

Roma Sukhu Regulatory Assistant Rainbow Supply Chain, LLC 535 E. Plainfield Rd. Suite E Willowbrook, IL 60527

Subject: Notification per PRN 98-10 – Updating the primary brand name, warranty

statement, product number, company information, and emergency contact

information

Product Name: Rainbow Diuron Technical EPA Registration Number: 103810-13

Application Date: 01/15/2025

Case Number: 642280

Dear Roma Sukhu:

The Agency is in receipt of your Application for Pesticide Notification under Pesticide Registration Notice (PRN) 98-10 for the above referenced product. The Registration Division (RD) 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 label submitted with the application has been stamped "NOTIFICATION" and placed in our records. The primary brand name, "Rainbow Diuron Technical" has been added to the product record.

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 (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) lists 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 have any questions, please contact Laura Rademacher at Rademacher.Laura@epa.gov.

Sincerely,

Kable Bo Davis

Kable Bo Davis; Senior Advisor Office of Pesticide Programs Registration Division; Immediate Office

Rainbow Diuron Technical For Use in the Manufacture of Herbicides

Ingredient:

 Diuron: 3-[3,4-dichlorophenyl]-1,1-dimethylurea.
 98.5%

 Other Ingredients:
 1.5%

 Total:
 100.0%

KEEP OUT OF REACH OF CHILDREN CAUTION

FIRST AID

IF IN EYES	 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	Take off contaminated clothing.
CLOTHING	Rinse skin immediately with plenty of water for 15 to 20 minutes.
	Call a poison control center or doctor for treatment advice.
If INHALED	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.
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.

Have a product container or label with you when calling a poison control center or doctor, or going for treatment.

Emergency Numbers:

<u>Emergency - You may contact the Poison Control Center at 1-800-222-1222 for emergency medical treatment information.</u>

Non-emergency-National Pesticides Information Center (NPIC): 1-800-858-7378, Monday through Friday, 8 AM to 12 PM PST, or at http://npic.orst.edu.

For Chemical Emergency:

Spill, Leak, Fire, Exposure, or Accident, Call CHEMTREC Day or Night

Within USA and Canada: 1-800-424-9300 or +1 703-527-3887 (collect calls accepted) For 24-hour medical emergency assistance (human or animal) call 1-800-222-1222.

For chemical emergency assistance (spill, leak, fire, accident) call ChemTrec at 1-800-424-9300.

EPA Reg. No. <u>103810-13</u> <u>85678-XX</u>

EPA Est. No.

Net Contents:

NOTIFICATION

103810-13

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:

03/13/2025

Manufactured [for/by]:
RAINBOW SUPPLY CHAIN USA, LLC
535 E Plainfield Rd, Suite E
Willowbrook, IL 60527

(630) 828-5088 RedEagle International LLC

1925 E Edgewood Drive, Ste 105

Lakeland, FL 33812

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION. Harmful if swallowed. Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.

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 Pollutants 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 the manufacture of herbicides for the following uses:

1. **Terrestrial Food Crop:** Alfalfa, Apple, Artichoke, Asparagus, Bananas and Plaintains, Barley, Berries Crop Group, Birdsfoot Trefoil, Citrus, Corn, Cotton, Filberts, Grape, Grass Seed Crops, Oats, Olive, Papaya, Peach, Peas, Pear, Pecan, Peppermint, Pineapple, Potatoes, Rye, Sorghum, Sugarcane, Tree nut Crop Group, Tree plantings, Vetch, Walnut, Wheat

Terrestrial Non-Food Crops: Utility, Highway, Pipeline and Railroad Right-of-Ways, Petroleum Tank Farms, Lumberyards, Storage Areas, Industrial Plant Sites, and around Farm Buildings, Industrial adhesives and coatings, paints, emulsions and polymer compounds, wood protection treatment (outdoor) to buildings and other products.

Aquatic Non Crops: Irrigation and Drainage Ditches, Ornamental ponds/aquaria.

- 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.
- 3. Uses for experimental purposes that are in compliance with the US EPA requirements.

Formulators using this product are responsible for obtaining US EPA registration for their formulated products.

STORAGE AND DISPOSAL

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

Pesticide Storage: Store product in original container only. Do not contaminate water, other pesticides, fertilizer, food, or feed in storage. Keep container closed when not in use.

Pesticide Disposal: Do not contaminate water, food, or feed by storage or disposal. Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility

Container Disposal:

For Drums: Completely empty liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into manufacturing equipment. Then dispose of liner in a sanitary landfill, or by incineration if allowed by state and local authorities. If drum is contaminated and cannot be reused, dispose of in the same manner.

For Bags: Completely empty bag into manufacturing equipment. Then dispose of bags in a sanitary landfill, or by incineration, or if allowed by State and local authorities, by burning. If burned, stay out of smoke.

CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

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 impaired, 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.

[NOTIF 20250114] 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 RedEagle International 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 RedEagle International LLC and Seller harmless for any claims relating to such factors.

RedEagle International 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 conditions not reasonably foreseeable to or beyond the control of Seller or RedEagle International LLC, and Buyer and User assume the risk of any such use. To the extent consistent with applicable law, REDEAGLE INTERNATIONAL 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 RedEagle International 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 REDEAGLE INTERNATIONAL 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 REDEAGLE INTERNATIONAL LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT.

RedEagle International 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 RedEagle International LLC.