



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

December 16, 2015

Rusty Millar
Director of Regulatory Affairs
CH Biotech R&D Co. Ltd.
601 Kettering Drive
Ontario, CA 91761

Subject: Non-PRIA (Pesticide Registration Improvement Act) Labeling Amendment – Acceptable Amendment to Change Company Name and Address, Registration Number, Etc., to Reflect New Ownership
Product Name: Technical 3-Indolebutyric Acid
EPA Registration Number: 90866-3
Application Date: August 19, 2015
OPP Decision Number: 511813

Dear Mr. Millar:

The amended labeling 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 terms or conditions that were previously imposed on this registration. You continue to be subject to existing terms or 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 (1) copy of the final printed labeling before you release this 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 your company's website on your label, then please be aware that the website becomes labeling under FIFRA and is subject to review by the U.S. Environmental Protection Agency (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

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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 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 Assurance.

Your release for shipment of this product constitutes acceptance of these terms. If these terms are not complied with, this registration will be subject to cancellation in accordance with FIFRA section 6.

If you have any questions, please contact Andrew Reighart of my team by phone at (703) 347-0469 or via email at reighart.andrew@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "For Andrew C. Bryceland". The signature is stylized and written over a light blue rectangular stamp.

Andrew C. Bryceland, Team Leader
Biochemical Pesticides Branch
Biopesticides and Pollution
Prevention Division (7511P)
Office of Pesticide Programs

Enclosure



ACCEPTED

12/16/2015

Under the Federal Insecticide, Fungicide and Rodenticide Act as amended, for the pesticide registered under EPA Reg. No. 90866-3

TECHNICAL 3-INDOLEBUTYRIC ACID

FOR MANUFACTURING PURPOSES ONLY

FORMULATORS WHO USE THIS PRODUCT ARE RESPONSIBLE FOR OBTAINING EPA REGISTRATION FOR THEIR FORMULATED PRODUCTS

ACTIVE INGREDIENT:

Indole-3-Butyric Acid.....98.0%

OTHER INGREDIENTS:.....2.0%

TOTAL 100.0%

EPA Reg. No. 90866-3 EPA Est. No. 90866-CA-1

KEEP OUT OF REACH OF CHILDREN WARNING

FIRST AID

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 the poison control center or doctor. Do not give anything by mouth to an unconscious person.
If in eyes:	<ul style="list-style-type: none"> 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 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 by mouth-mouth, if possible. 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 15-20 minutes. Call a poison control center or doctor for treatment advice.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For general product information, call CH Biotech, LLC. at (909) 472-3033 between the hours of 9a.m. - 4p.m. Pacific Time.

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS WARNING

May be fatal if swallowed, absorbed through skin, or inhaled. Causes substantial but temporary eye injury. Causes skin irritation. Do not get in eyes, on skin or on clothing. Do not breathe dust. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum or using tobacco. Wear the appropriate PPE:

- Coveralls (over long-sleeved shirt and long pants)
- Chemical-resistant footwear
- Chemical-resistant gloves
- Goggles
- Dust/mist filtering respirator (MSHA/NIOSH approval number prefix TC-21C), or a NIOSH approved respirator with any N, R, P or HE filter.

Remove and wash contaminated clothing before reuse.

Produced for CH Biotech R&D Co., Ltd.

By CH Biotech, LLC.

601 Kettering Drive
Ontario, CA 91761

Tel: 909.472.3033

Email: info@chbio.com

NET WEIGHT

2.2 Lbs. (1 kg.)

Batch No:

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. Do not contaminate water when disposing of equipment washwaters or rinsate.

DIRECTIONS FOR USE

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

STORAGE AND DISPOSAL

STORAGE: Do not store with foodstuff. Do not contaminate water, food, or feed by storage or disposal.

PESTICIDE DISPOSAL: Waste resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL: Non-refillable container. Do not reuse or refill this container. Offer for recycling, if available. Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill or, by other procedures approved by state and local authorities.

FOR MANUFACTURING USE ONLY

Only for Formulation into a Plant Growth Regulator for (1) The Following Uses:

Ornamental herbaceous plants, ornamental woody shrubs and vines, ornamental and/or shade trees, barley, beans, broccoli, Brussels sprouts, cabbage, cauliflower, citrus fruits, corn (field, sweet), cotton, cucumbers, lettuce, melons, mustard cabbage, mustard (leafy/stem crop), oats, onions, green onions, peanuts, peas, peppers, potatoes, rice, rye, sorghum, soybeans, spinach, squash, strawberries, sugar beets, sugarcane, tomato, turnip, wheat, seed treatment for all terrestrial crops, golf course turf, ornamental lawns and turf. (2) Uses for Which USEPA has Accepted or Waived 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 USEPA Requirements.

DISCLAIMER AND INDEMNITY FOR FORMULATORS' USES

The manufacturer expressly disclaims all liability for claims and actions (whether based on contract, tort, strict liability, or breach of warranty) arising out of, resulting from or connected with a formulation containing this product when used for any purpose other than those uses set forth in (1) above. The manufacturer has not developed scientific data to support, nor has it explicitly or implicitly approved, any uses other than those in (1) above. Any formulator or buyer who uses this product in formulations for any other than those stated in (1) 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 below disclaimer and limitations.

LIMITED WARRANTY AND DISCLAIMER

The manufacturer warrants that this product conforms to the chemical description on the label; that this product is reasonably fit for the purposes set forth in item (1) of the Directions for Use when it is used in accordance with such Directions; and that the statements under item (1) of the Directions, the warnings and other statements on this label, other than the suggested uses under items (2) and (3) of the Directions, are based upon responsible experts' evaluation of reasonable tests of effectiveness, of toxicity to laboratory animals and to plants, and of residues on food crops and upon reports of field experience. Tests have not been made on all varieties or in all states or under all condition. THE MANUFACTURER NEITHER MAKES NOR INTENDS, NOR DOES IT AUTHORIZE ANY AGENT OR REPRESENTATIVE TO MAKE, ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IT EXPRESSLY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT EXTEND TO, AND THE BUYER SHALL BE SOLELY RESPONSIBLE FOR, ANY AND ALL LOSS OF DAMAGE WHICH RESULTS FROM THE USE OF THIS PRODUCT IN ANY MANNER WHICH IS INCONSISTENT WITH THE LABEL DIRECTIONS, WARNINGS, OR CAUTIONS. BUYER'S EXCLUSIVE REMEDY AND MANUFACTURER'S OR SELLER'S EXCLUSIVE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR INJURIES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER OR NOT BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE SHALL BE LIMITED, AT THE MANUFACTURER'S OPTION TO REPLACEMENT OF, OR THE REPAYMENT OF THE PURCHASE PRICE FOR, THE QUANTITY OF PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL MANUFACTURER OR SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

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Purchase of this material does not confer any rights under patents governing this product or the use thereof in countries outside of the United States. Seller's guarantee shall be limited to the terms set out on the label and subject thereto, the buyer assumes the risk to persons or property arising from the use or handling of this product on that condition.