



279-3153

10/06/2003

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

OCT 6 2003

OFFICE OF
PREVENTION, PESTICIDES
AND TOXIC SUBSTANCES

Michael C. Zucker
FMC Corporation
Agricultural Products Group
1735 Market Street
Philadelphia, Pennsylvania 19103

Subject: Label Amendment - Updating First Aid Statement in Accordance with PR Notice
2001-1 and Warranty Statement Revision

EPA Reg. No. 279-3153
FirstLine® Termite Bait Station
Your Submission Dated August 19, 2003


Dear Mr. Zucker:

The labeling referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, is acceptable subject to the comments listed below. Two (2) copies of the finished labeling must be submitted prior to releasing the product for shipment. A stamped copy of the label is enclosed for your records.

1. Move the statements describing food handling establishments, non-food/feed areas, and food/feed areas to the Directions for use section of the label. Replace “..USDA Meat and Poultry Plants” with: “...*Federally inspected meat and poultry plants*”.
2. The part of the warranty statement “*In no event shall FMC or seller be...etc.*”, is unacceptable since it negates from labeling requirements as set forth by the Agency in 40 CFR Part 156. Therefore either delete or revise as follows: “*To the extent permitted by law FMC or seller shall not be liable for any....etc.*”.

If you have any questions regarding this action, please contact Olga Odiott of my team at (703) 308-9369.

Sincerely,


George T. LaRocca
Product Manager (13)
Insecticide Branch
Registration Division (7505C)

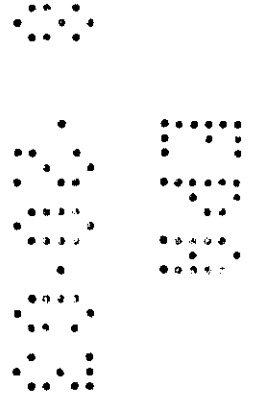
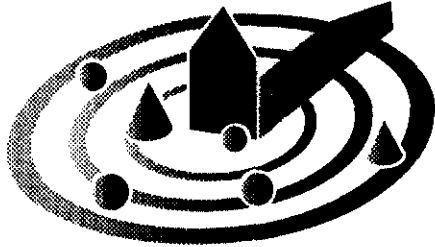
Enclosure

Code 1629

Net Weight 0.45 oz.

FirstLine®

Termite Bait Station



Only for Sale to, Use and Storage by Professional Pest Control Operators in Commercial, Industrial, Institutional and Residential Areas.

EPA Reg. No. 279-3153

EPA Est. No.

Active Ingredient:	By Wt.
N-Ethyl perfluorooctanesulfonamide	0.01%
Inert Ingredients	99.99%
Total	100.00%

U.S. Patent No. 4,921,696 Other U.S. and Foreign Patents Pending

DO NOT ALLOW CHILDREN OR PETS TO PLAY WITH THE BAIT STATIONS

CAUTION

See other panels for additional precautionary information.

FIRST AID

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.

HOTLINE 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 1-(800)-331-3148 for Emergency Assistance.

For Information Regarding the Use of this Product Call 1-800-321-1FMC (1362).

PRECAUTIONARY STATEMENTS Hazards to Humans (and Domestic Animals)

Caution: Harmful if absorbed through skin. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling.

STORAGE AND DISPOSAL

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

Pesticide Storage

Keep out of reach of children and animals. Store in original containers only. Store in a cool dry place and avoid excess heat.

In case of spill, avoid contact, isolate area and keep out animals and unprotected persons. Confine spills. Call FMC: (800) 331-3148.

To confine spill: Cover to prevent dispersal. Place damaged package in a holding container. Identify contents.

Pesticide Disposal

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

Container Disposal

Wrap FirstLine™ Termite Bait Station and put in trash. Plastic bags: Completely empty bag. Then 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

**ACCEPTED
with COMMENTS
In EPA Letter Dated**

OCT 6 2003
Under the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, for the pesticide registered under EPA Reg. No. 279-3153

Food Handling Establishments: Places other than private residences in which food is held, processed, prepared or served.

Non-Food/Feed Areas: Includes garbage rooms, lavatories, floor drains (to sewers), entries and vestibules, offices, locker rooms, machine rooms, garages, mop closets, and storage (after canning or bottling). Areas conducive to termite attack or through which termites may enter should be treated.

Food/Feed Areas: The FirstLine Termite Bait Station is not labeled for use in food/feed areas. Do not use in food/feed areas of food/feed handling establishments, restaurants or other areas where food/feed is commercially prepared or processed. For indoor application in the home or similar areas, do not place FirstLine Termite Bait Stations in an area where there is the possibility of contaminating food or surfaces that come in contact with food. Not for use in USDA Meat and Poultry Plants.



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Agricultural Products Group
Philadelphia, PA 19103

DIRECTIONS FOR USE

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

FirstLine Termite Bait Stations are ready to use and filled with a treated cellulosic matrix containing 100 ppm sulfuramid, a slow acting insecticide. The use of this bait suppresses or controls Termite infestations. The Termite activity depends on the species involved, weather, moisture, and the time of year. Termites may require 1 to 4 months or more for control in and on commercial, industrial, institutional and residential buildings and structures, and their immediate surroundings. Permitted areas of use include but are not limited to industrial buildings, houses, apartment buildings, laboratories, and the non-food/feed areas of stores, warehouses, schools, nursing homes, hospitals, restaurants, hotels, churches, food manufacturing, processing and service establishments. The bait is effective against: *Coptotermes*, *Heterotermes*, and *Reticulitermes* Termites.

FirstLine Termite Bait Stations are used to control local infestations of termites in and around structures in situations such as: in posts, rubble foundations, masonry voids, roofs, building siding, foam insulation, caulked joints, slabs, wood beams, non-food/feed areas, sewer systems, manhole covers, electrical systems, attics, underground cabling, basements, porches, crawlspaces, sheds, garages, and interior and exterior planters. Use FirstLine Termite Bait Stations only on flat surfaces. Termites infesting areas adjacent to wells may be treated, whether the well is within the structure or not, but no baits may be placed inside of a well.

For Structures With an Active Infestation

For use in individual residential structures or apartments, do not apply more than four FirstLine™ Termite Bait Stations per unit.

A unit is a single family dwelling (Single home or Townhouse). A garage, whether attached or detached is considered part of a primary residence.

For commercial, industrial and institutional (excluding daycare or preschool) structures use as many FirstLine Termite Bait Stations as needed to control active termite mud tubes.

FirstLine Termite Bait Stations should be placed in close proximity to actively foraging Termites so that the bait may be located by the termites and ingested. Time required for control varies depending upon how quickly the Termites tube into or enter the FirstLine Termite Bait Station and feed upon the bait.

Termite activity indoors may be controlled by first locating Termite mud tubes. Break off 1 inch of leading edge of the tube or a section of the tube to fit the FirstLine Termite Bait Station. Install station, using tamper resistant screws (Robertson or Phillips head or similar) so that the Termites will rebuild their tubes into the station and feed upon the bait. As an option, the bait may be lightly misted with water prior to installation to enhance Termite attraction. The bait should not be saturated with water to the point of runoff. For each active mud tube, use one FirstLine Termite Bait Station. For situations where the mud tube has branched or has bypassed an existing station, an additional station may be installed. Do not apply more than four FirstLine Termite Bait Stations per unit.

This FirstLine Termite Bait Station may be attached to infested wood or masonry. Screw the stations directly into wood, drywall, or masonry surfaces. For best results, install the FirstLine Termite Bait Station so that the ridges of the bait matrix are in the same direction as the Termite tube. In some situations, a break in the tube must be made to accommodate the whole FirstLine Termite Bait Station. If used on the exterior of the structure, electrician's putty or similar sealant may also be used on the outside of the station to achieve a water tight seal for outdoor installations.

Minimize disturbance of Termites during all phases of the FirstLine Termite Bait Station installation and inspection. Replace the FirstLine Termite Bait Stations before Termites consume all of the bait within a station.

The PCO must inspect the FirstLine Termite Bait Stations every 2 to 4 weeks until the bait is consumed and/or Termite activity ceases, replacing any stations with significant feeding (at least 50% of bait consumed). The frequency of inspection should be adjusted according to Termite species, foraging pressure and climatic conditions. After feeding has stopped, the station can be removed.

Attention

Do not install FirstLine Termite Bait Stations within wells.

Do not spray FirstLine Termite Bait Stations during pesticide applications.

Do not reuse FirstLine Termite Bait Stations.

Do not place FirstLine Termite Bait Station in an area where there is the possibility of contaminating food or surfaces that come in contact with food.

Do not install FirstLine Termite Bait Stations in contact with water.

Contact APG Specialty Products at: (800) 321-1362 for assistance in using FirstLine Termite Bait Stations or other components of the Termite Management System.

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 should be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness, or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions beyond the control of FMC or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold FMC and Seller harmless for any claims relating to such factors.

Seller warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the Directions for Use when used in accordance with the directions under normal conditions of use. FMC MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SELECTION, PURCHASE, OR USE OF THIS PRODUCT. Any warranties, express or implied, having been made are inapplicable if this product has been used contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to (or beyond the control of) seller or FMC, and buyer assumes the risk of any such use.

In no event shall FMC or seller be liable for any incidental, consequential or special damages resulting from the use or handling of this product. THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF FMC 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 FMC OR SELLER, THE REPLACEMENT OF THE PRODUCT.

This Conditions of Sale and Limitation of Warranty and Liability may not be amended by any oral or written agreement.

FMC & FirstLine – FMC Trademarks

(1629-3/3/97)

Revisions:

1. Upgraded First Aid Statement per PR Notice 2001-1.
2. New warranty Statement per RP Notice 98-10.