08/12/2005



U.S. ENVIRONMENTAL PROTECTION AGENCY

Office of Pesticide Programs Registration Division (7505C) 1200 Pennsylvania Ave., N.W. Washington, D.C. 20460

352-664

Date of Issuance:

EPA Reg. Number:

8/12/05

NOTICE OF PESTICIDE:

X Registration Reregistration (under FIFRA, as amended)

Term of Issuance:

Conditional

Name of Pesticide Product:

DuPont Advion Ant Bait Station I

Name and Address of Registrant (include ZIP Code):

E.I. du Pont de Nemours and Co. 1090 Elkton Road P.O. Box 30

Newark, DE 19714-0030

Note: Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the above EPA registration number.

On the basis of information furnished by the registrant, the above named pesticide is hereby registered/reregistered under the Federal Insecticide, Fungicide and Rodenticide Act.

Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.

This product is conditionally registered in accordance with FIFRA section 3(c)(7)(A) provided that you:

- 1. Submit and/or cite all data required for registration/reregistration of your product when the Agency requires all registrants of similar products to submit such data.
- 2. Limit the number of bait stations per retail package to nine bait stations.
- 3. Make the following label changes before you release the product for shipment:
 - a. Revise the EPA Registration Number to read, "EPA Reg. No. 352-664."
 - b. Indicate that the product is "For control of ants (excluding fire ants, harvester ants, carpenter ants, and pharaoh ants)." This statement is needed because no efficacy data were submitted to support the claim that the use of the product results in complete colony control of fire ants, harvester ants, carpenter ants, or pharaoh ants.

Signature of Approving Official:

Jøhn Hebert, Product Manager (07)

Insecticide-Rodenticide Branch, Registration Division (7505C)

EPA Førm 8570-6

Chiquest 12, 2005

4. Submit one copy of the revised final printed label for the record before you release the product for shipment.

If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6(e). Your release for shipment of the product constitutes acceptance of these conditions.

A stamped copy of the label and the 6/1/05 efficacy review are enclosed for your records. If you have any questions please contact Ann Hanger at (703) 306-0395 or hanger.ann@epa.gov

John Hebert Product Manager (07) Insecticide-Rodenticide Branch Registration Division (7505C)

Enclosures (2)

DuPont[™] Advion[™] ant bait station I

FOR USE IN RESIDENTIAL, INSTITUTIONAL, COMMERCIAL, AND INDUSTRIAL AREAS with COMMENTS
In EPA Letter Dated:
AUG 1 2 2005

Under the Federal Insecticide, Pungicide, and Rodenticide Act, as amended, for the pesticide registered under EPA Reg. No.

Active Ingredient

By Weight

Indoxacarb

(S)-inethyl 7-chloro-2,5-dihydro-2-[[(methoxy-carbonyl)[4(trifluoroinethoxy)phenyl]amino]-carbonyl]indeno[1,2-e][1,3,4]oxadiazine-4a-

(3H)-carboxylate

0.1%

Other ingredients

99.9%

TOTAL

100.0%

EPA Reg. No. 352-XXX

Establishment Nos.:

Net Contents: oz bait stations

Total Weight: oz (g)

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

FIRST AID

You may contact 1-800-441-3637 for emergency medical treatment.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS (AND DOMESTIC ANIMALS)

CAUTION

Wash thoroughly with soap and water after handling bait stations.



RESIDENTIAL, INSTITUTIONAL, COMMERCIAL, AND INDUSTRIAL AREAS

Use sites include but are not limited to single and multifamily residential buildings, institutional, commercial and industrial facilities (including schools, hospitals, warehouses, apartments, supermarkets, restaurants, motels, hotels, food handling/storage establishments, food manufacturing and processing facilities/plants), and transportation equipment such as aircraft, trains, ships, boats, buses.

DIRECTIONS FOR USE

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

GENERAL INFORMATION

DuPontTM ADVIONTM ant bait stations contain bait material with the active ingredient indoxacarb, an insecticide that acts through ingestion by ants. The activity of this insecticide allows adequate consumption of the bait by ants prior to onset of mortality. This provides enough time for foraging ants to return to nest sites and contaminate other colony members including larvae and queens. This action results in complete control of the ant colony.

Space sprays or other residual materials should not be applied directly to or near the bait stations. Application of these materials can cause ants to behave abnormally and therefore reduce the potential of feeding on the bait material inside the station. Foraging ants must be able to feed on the bait and return to the colony.

ADVIONTM ant bait stations should be placed in areas where ants are currently foraging or foraging activity is suspected. The ant bait stations should be placed adjacent to active foraging trails when possible. Care should be exercised in order to reduce the disturbance to the natural foraging pattern. If placed along foraging trails properly, ants should detect and begin feeding at the bait station within approximately 30 minutes. An increase in foraging activity around the station indicates good recruitment.

In child resistant packaging. Still use care when placing ant bait stations, especially in or around homes or residential buildings.

Indoor Use:

- 1. Thoroughly inspect infested area to determine proper placement of ADVIONTM ant bait stations.
- 2. Placement of 1-4 ant bait stations where ants are observed is adequate to control normal ant infestations. Heavy infestations or infestations that are difficult to access or heavier infestations in larger areas may require application of additional ADVIONTM ant bait stations...
- 3. ADVIONTM ant bait stations may be placed on vertical surfaces by using the adhesive on the bottom of the station. Additional adhesive can be applied if necessary.
- 4. In addition to being placed directly along foraging trails, place ADVIONTM ant bait stations along walls, under appliances or industrial equipment, inside garbage containers, inside cabinets, under furniture, or any locations where there is ant activity or ants can potentially gain entry into a building or structure.

- 5. Do not place stations on food preparation surfaces.
- Inspect the ADVION™ ant bait stations periodically and replace as needed or every 2 to 3 months.

Outdoor Use:

- 1. Thoroughly inspect infested area to determine proper Advion Ant Bait Station Placement. Pay close attention to areas where ants may gain access to a building or structure
- 2. Apply Advion Ant Bait stations on or near building/structure exterior areas where ants are actively foraging such as near tree bases, along exterior walls, around garbage-collection areas, utility accesses, windows, vents, or along the ground next to structures.
- 3. ADVIONTM ant bait stations can be placed on vertical surfaces by using the adhesive on the bottom of the station. Additional adhesive can be applied if necessary.
- 4. Placement of 1-4 ant bait stations where ants are observed is adequate to control normal ant infestations. Heavy infestations or infestations that are difficult to access or heavier infestations in larger areas may require application of additional ADVIONTM ant bait stations.
- 5. Inspect the ADVIONTM ant bait stations periodically and replace as needed or every 2 to 3 months.

STORAGE AND DISPOSAL

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

STORAGE: Store in cool, dry place inaccessible to children and pets.

DISPOSAL: If empty - Do not reuse/refill this bait station. Place empty bait stations in trash or offer for recycling if available. If partially filled call your local solid waste authority for disposal instructions or 1-888-638-7668.

NOTICE TO BUYER--Purchase of this material does not confer any rights under patents of countries outside of the United States.

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LIMITATION OF WARRANTY AND LIABILITY

NOTICE: Read This 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.

It is impossible to eliminate all risks associated with the use of this product. Such risks may arise from factors such as weather conditions, soil factors, off target movement, unconventional technique, presence of other materials, the manner of use or application, or other unknown factors, all of which are beyond the control of DuPont or Seller. These risks can cause: ineffectiveness of the product or other unintended consequences.

DuPont does not agree to be an insurer of these risks. WHEN YOU BUY OR USE THIS PRODUCT, YOU AGREE TO ACCEPT THESE RISKS.

DuPont warrants that this product conforms to the chemical description on the label thereof and is reasonably fit for the purpose stated in the Directions for Use, subject to the inherent risks described above, when used in accordance with the Directions for Use under normal conditions.

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DuPont or its distributor must have prompt notice of any claim so that an immediate investigation of buyer's or user's claim can be made. Buyer and all users shall promptly notify DuPont or a DuPont distributor of any claims, whether based on contract, negligence, strict liability, other tort or otherwise or be barred from any remedy.

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