

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



OFFICE OF
PREVENTION, PESTICIDES,
AND TOXIC SUBSTANCES

August 4, 2006

Mr. S. K. Theodorakis
DuPont Crop Protection
Stine-Haskell Research Center
P.O. Box 30
Newark, DE 19714-0030

Dear Mr. Theodorakis:

Subject: Label amendment to remove fire, harvester, and pharaoh ant restriction;
Request to use clear bait stations;
Submission of alternate CSF to add second manufacturing site
DuPont™ Advion® Ant Bait Arena
EPA Registration No. 352-664
Your submissions dated February 9, 2006 and May 24, 2006

The labeling amendment referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act, is acceptable with the following provisions:

1. Regarding the colony control claims under "General Information," change the first paragraph to read,

"...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 nuisance ant colonies. Placement of Advion Ant Bait Arenas in and around structures will kill foraging ants, including fire ants and harvester ants, but for complete control of outdoor nests of fire ants or harvester ants, use a broadcast or direct mound treatment product."

Please note that the labeling requirements regarding pharaoh ant control claims are currently under review and may be subject to future modifications.

2. Child resistant packaging (CRP) claims are only acceptable for the original packaging that was tested and accepted by EPA on January 11, 2006 (MRIDs 466846-10, -11, and -12). Any packaging changes (i.e. use of the clear bait stations referenced in your letter dated May 24, 2006) will require appropriate CRP testing.

3. Regarding the "Limitation of Warranty and Liability" section, make the following changes:
 - 2a. Change the third paragraph to read: "DuPont does not agree to be an insurer of these risks, beyond what is expressly warranted by this label. When you buy or use this product, you agree to accept these risks."

 - 2b. Change the fifth paragraph to read: "To the extent consistent with applicable law, DuPont makes no other express or implied warranty of fitness or merchantability..."

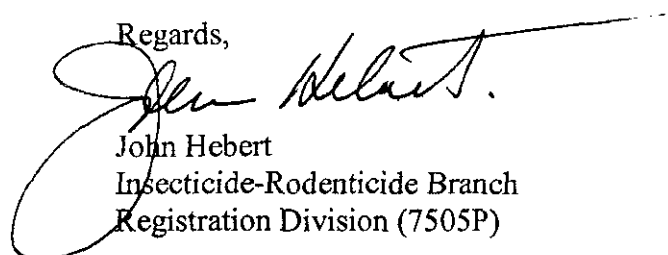
 - 2c. Change the first and second sentences of the sixth paragraph to read: "To the extent consistent with applicable law, in no event shall DuPont or seller be liable for any incidental, consequential, or special damages resulting from the use or handling of this product. "To the extent consistent with applicable law, the exclusive remedy of the user or buyer and the exclusive liability of DuPont or seller, for any and all claims, losses, injuries or damages..."

 - 2d. Change the seventh paragraph to read: "To the extent consistent with applicable law that allows such requirement, DuPont of its distributor must have prompt notice of any claim..."

The alternate Confidential Statement of Formulation (CSF) referenced above is acceptable. A copy has been placed on file.

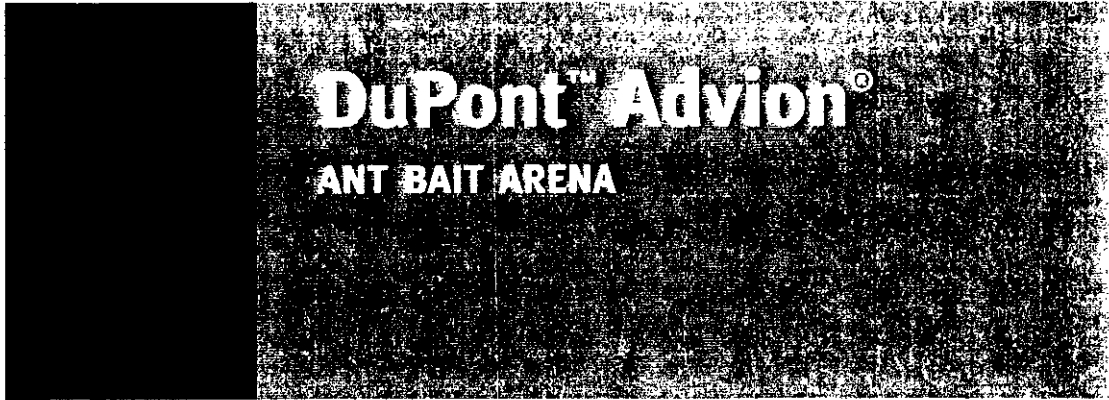
Submit two copies of your final printed labeling before you release the product for shipment. A stamped copy is enclosed for your records. If you have any questions, please contact me at (703) 308-6249 or hebert.john@epa.gov.

Regards,



John Hebert
Insecticide-Rodenticide Branch
Registration Division (7505P)

(Enclosure)



Professional Products

FOR USE IN RESIDENTIAL, INSTITUTIONAL, COMMERCIAL, AND INDUSTRIAL AREAS for control of ants (excluding carpenter ants)

<i>Active Ingredient</i>	<i>By Weight</i>
Indoxacarb (S)-methyl 7-chloro-2,5-dihydro-2-[[methoxy-carbonyl][4(trifluoromethoxy)phenyl]amino]-carbonyl]indeno[1,2-c][1,3,4]oxadiazine-4a-(3H)-carboxylate	0.1%
<i>Other ingredients</i>	99.9%
TOTAL	100.0%

EPA Reg. No. 352-664
 Establishment Nos.:
 Net Contents: oz bait arenas 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.

**ACCEPTED
with COMMENTS
In EPA Letter Dated:
AUG - 4 2006**

**Under the Federal Insecticide,
Fungicide, and Rodenticide Act,
as amended, for the pesticide
registered under EPA Reg. No.
352-664**



The miracles of science™

RESIDENTIAL, INSTITUTIONAL, COMMERCIAL, AND INDUSTRIAL AREAS

Use sites include but are not limited to single and multi-family 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

DuPont™ ADVION® ant bait arenas 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 arenas. 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.

ADVION® ant bait arenas should be placed in areas where ants are currently foraging or foraging activity is suspected. The ant bait arenas 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 arenas, especially in or around homes or residential buildings.

Indoor Use:

1. Thoroughly inspect infested area to determine proper placement of ADVION® ant bait arenas.
2. Placement of 1-4 ant bait arenas 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 ADVION® ant bait arenas.
3. ADVION® ant bait arenas may be placed on vertical surfaces by using an adhesive on the bottom of the station.
4. In addition to being placed directly along foraging trails, place ADVION® ant bait arenas 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 arenas on food preparation surfaces.

6. Inspect the ADVION® ant bait arenas periodically and replace as needed or every 2 to 3 months.

Outdoor Use:

1. Thoroughly inspect infested area to determine proper ADVION® ant bait arena placement. Pay close attention to areas where ants may gain access to a building or structure
2. Apply ADVION® ant bait arena 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. ADVION® ant bait arenas may be placed on vertical surfaces by using an adhesive on the bottom of the station.
4. Placement of 1-4 ant bait arenas 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 ADVION® ant bait arenas.
5. Inspect the ADVION® ant bait arenas 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 arena 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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DuPont will not be responsible for losses or damages resulting from use of this product in any manner not specifically recommended by DuPont. User assumes all risks associated with such non-recommended use.

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.

DUPONT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS OR OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

IN NO EVENT SHALL DUPONT 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 DUPONT OR SELLER, FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY) RESULTING FROM THE STORAGE, USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT, OR AT THE ELECTION OF DUPONT OR SELLER, THE REPLACEMENT OF THE PRODUCT.

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.