



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

June 4, 2018

Steven K. Ditto
U.S. Regulatory Affairs Manager
MGK
8810 Tenth Avenue North
Minneapolis, MN 55427

Subject: Label Amendment – Adding NY state restrictions and label revisions
Product Name: MGK Formula 3119
EPA Registration Number: 1021-2803
Application Date: 1/15/18
Decision Number: 537624

Dear Mr. Ditto

The amended label referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, is acceptable. This approval does not affect any conditions that were previously imposed on this registration. You continue to be subject to existing 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 copy of the final printed labeling before you release the 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.

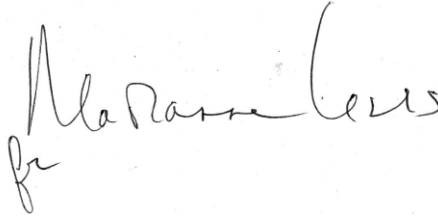
Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under the Federal Insecticide Fungicide and Rodenticide Act and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) list 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.

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

Page 2 of 2
EPA Reg. No. 1021-2803
Decision No. 537624

with FIFRA section 6. If you have any questions, please contact Marianne Lewis by phone at (703) 308-8043 or via email at lewis.marianne@epa.gov.

Sincerely,

A handwritten signature in black ink that reads "Marianne Lewis" with a small "fr" written below the name.

Venus Eagle, Product Manager 01
Invertebrate & Vertebrate Branch 3
Registration Division (7505P)
Office of Pesticide Programs

Enclosure

MGK® Formula 3119

[ABN: DECIMARI®] [ABN: DECIMARI® Granular Fly Bait] [ABN: DECIMARI® Fly Bait]

[COMMERCIAL SECTION OF LABEL]

[Note: A Granular Fly Bait Product]

[] Indicates optional wording.

Optional Marketing Claims:

- Contains a specially formulated mixture of attractants
- Unique mixture of attractants
- Contains a patented attractant
- Patented attractant technology
- Attracts and kills house flies
- Attracts male and female flies
- Controls flies
- Kills Imidacloprid resistant flies
- Dual modes of action
- Contains Clothianidin and NyGuard® IGR
- Contains NyGuard® IGR
- Effective indoors and outdoors
- For Indoor and Outdoor Use
- Kills and controls house flies in and around agricultural production facilities

- For the kill and control of house flies in and around livestock, poultry facilities and horse stables
- For Use In and Around Horse Stables
- For Use In and Around Hobby Farms
- For Use In and around residential and commercial facilities
- For the control of house flies in and around horse stables
- Low odor
- Low dust formulation
- 6.3 oz. treats 1,000 sq. ft.
- 6.3 oz. is approximately 1 cup
- 1.6 oz. is approximately ¼ cup [4 tablespoons]
- Three convenient application methods
- Three convenient application methods; scatter bait, paint-on or bait station use
- Ready-to-use scatter bait, paint-on application or in a bait station
- Contains Bitrex®

ACTIVE INGREDIENTS:

Clothianidin 0.50%
 Pyriproxyfen 0.05%

OTHER INGREDIENTS: 99.45%
 100.00%

NYGUARD®, MGK®, Decimari® - Registered trademarks of McLaughlin Gormley King Company.
 Bitrex® is a Registered trademark of Johnson Matthey Public Limited Company.



PRECAUCION AL CONSUMIDOR: Si usted no lee inglés, no use este producto hasta que la etiqueta le haya sido explicada ampliamente.
(TO THE USER: If you cannot read English, do not use this product until the label has been fully explained to you.)

KEEP OUT OF REACH OF CHILDREN CAUTION

See attached booklet [inside label] [back panel] for additional precautionary statements
 [and directions for use].

FIRST AID	
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.
HOTLINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For information on this product (including health concerns, medical emergencies or pesticide incidents), you may call 1-888-740-8712.	

Manufactured for:

 8810 Tenth Avenue North
 Minneapolis, MN 55427

EPA Reg. No. 1021-2803

EPA Est. No. 1021-MN-2

NET WEIGHT: _____

**PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS**

CAUTION

Causes moderate eye irritation. Avoid contact with eyes, skin or clothing.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt
- Long pants, and
- Shoes and socks.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

ENVIRONMENTAL HAZARDS

This product is toxic to aquatic invertebrates. Drift and runoff may be hazardous to aquatic organisms in neighboring areas. Do not apply where runoff is likely to occur. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters or rinsate.

This product is highly toxic to bees and other pollinating insects exposed to direct treatment or residues on blooming crops or weeds. Do not apply this product if bees or other pollinating insects are visiting the treatment area.

PHYSICAL OR CHEMICAL HAZARDS

Do not apply this product in, on or around electrical equipment due to the possibility of shock hazard.

DIRECTIONS FOR USE

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

READ ENTIRE LABEL. USE STRICTLY IN ACCORDANCE WITH PRECAUTIONARY STATEMENTS AND DIRECTIONS FOR USE AND WITH APPLICABLE STATE AND FEDERAL REGULATIONS.

USE RESTRICTIONS

- NOT REGISTERED FOR SALE, DISTRIBUTION OR USE IN THE STATE OF NEW YORK.
- Do not place bait in areas accessible to children, pets or food producing animals.
- Do not allow bait to come into contact with food or water.
- Do not apply inside residential structures, food processing plants, restaurants or other commercial facilities without bait stations.
- Do not place in outdoor areas where pollinators are actively foraging.
- Do not apply to milking equipment.
- Do not reuse measuring utensils for food.

USE RATE:

6.3 oz. (approximately 1 cup) per 1,000 sq. ft. Re-apply every 3-5 days or as bait is consumed.

WHERE TO APPLY

Scatter Application

- **Outdoor** areas around agricultural production facilities including: broiler houses, turkey houses, caged and cage free layer houses, other poultry (duck, quail, etc.), feedlots and livestock housing structures for dairy cattle, beef cattle, swine and buffalo, mink and horse stables. Scatter bait in areas inaccessible to animals. Do not place bait in areas accessible to children or pets.
- **Outdoor** areas of commercial facilities including: bakeries, beverage processing plants, dumpsters, kennels, loading docks, meat and poultry processing plants, trash cans, recycling areas, restaurants, supermarkets, warehouses and waste management facilities. Do not place bait in areas accessible to children or pets.
- **Indoor** application in the walkways of caged layer houses and mink facilities.

Bait Station Application

- **Indoor and outdoor** applications in broiler, turkey, caged and cage free layer houses, dairy barns and milking parlors, hog confinement buildings, horse stables, and places for rearing other livestock, pets and other animals (sheep, goat, camel, buffalo, donkey, rabbit, deer, mink.). Place bait stations in areas inaccessible to children, pets and animals.
- **Indoor and outdoor** areas of residential structures, commercial and industrial buildings including: bakeries, beverage processing plants, dumpsters, golf courses, kennels, loading docks, meat and poultry processing plants, trash cans, recycling areas, restaurants, supermarkets, warehouses and waste management facilities. Place bait stations in areas inaccessible to children, pets, and animals.

Paint-on or Spray-on Applications

- For **indoor** and **outdoor** applications around: broiler houses, turkey houses, caged and cage free layer houses, other poultry (duck, quail, etc.), feedlots and livestock housing structures for dairy cattle, beef cattle, swine and buffalo, mink and horse stables. Do not apply in areas accessible to children or pets.
- **Outdoor** areas of residential structures, commercial and industrial buildings including: bakeries, beverage processing plants, dumpsters, kennels, loading docks, meat and poultry processing plants, trash cans, recycling areas, restaurants, supermarkets, warehouses and waste management facilities. Apply in an inconspicuous area to ensure bait does not stain surface. Do not apply in areas accessible to children or pets.

HOW TO APPLY:

Apply the bait where flies congregate. Do not place in cool or windy locations because flies prefer warm sites for resting.

Time applications to begin at the start of the season before fly populations have reached their peak.

- **Scatter Application:** Scatter the bait at 6.3 oz. (approximately 1 cup) per 1,000 sq. ft. (do not put in piles) onto dry level surfaces. Reapply after flies have consumed the bait. Do not apply to dusty surface. Scatter bait in areas inaccessible to children, pets, and animals.
- **Bait Station Application:** Add 1.6 oz. (approximately 4 tablespoons) of bait in commercially available bait stations, place where flies congregate. Each station should control approximately 250 sq. ft. Position stations at least four feet above ground. Place bait stations in areas inaccessible to children, pets, and animals.
- **Paint-on or Spray-on Applications:** To prepare the bait for spraying or painting, mix 1.6 ounces (approximately 4 tablespoons) of fly bait with warm water until the desired consistency is achieved (typically 1-4 oz. of water). Thoroughly mix and let stand until the bait is dissolved completely. Bait mixture can be applied with a brush or with a standard spray bottle onto spots where flies rest (e.g. walls, joists, window ledges, stable fixtures). [Additionally, it can be applied onto thin strips of burlap, cardboard sheets or fabric and hung in areas that are inaccessible to pets and children.] Bait should treat approximately 250 sq. feet. Clean brush or spray bottle with warm water after use. Treat surfaces inaccessible to children, pets, and animals.
- **Re-baiting:** Reapply bait in 3-5 days or as bait is consumed.

USE AS A PART OF AN INTEGRATED PEST MANAGEMENT PROGRAM FOR BEST RESULTS

- Use proper sanitation [and manure management].
- Use environmental controls such as proper light management.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Keep this product in its tightly closed original container, when not in use. Do not store near heat or open flame. Store in a cool, dry, well-ventilated (preferably locked) area that is inaccessible to children and animals, and away from food and pet food.

PESTICIDE DISPOSAL: To avoid wastes, use all material in this container by application according to label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or pesticide disposal program (often such programs are run by state or local governments or by industry).

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

Optional Warranty statements:

DISCLAIMER, RISKS OF USING THIS PRODUCT, LIMITED WARRANTY AND LIMITATION OF LIABILITY

IMPORTANT: Read the entire Label including this Disclaimer, Risks of Using this Product, Limited Warranty, and Limitation of Liability before using this product. If the terms are not acceptable THEN DO NOT USE THE PRODUCT.

RISKS OF USING THIS PRODUCT The Buyer and User (referred to collectively herein as "Buyer") of this product should be aware that there are inherent unintended risks associated with the use of this product which are impossible to eliminate. These risks include, but are not limited to lack of control of the target pests, resistance of the target pest to this product, injury caused by drift. Such risks of non-performance, resistance or other unintended consequences are unavoidable and may result because of such factors as presence of other materials either applied in the tank mix with this product or prior to application of this product, cultural practices or the manner of use or application, (or a combination of such factors) all of which are factors beyond the control of MGK. The Buyer should be aware that these inherent unintended risks may impact the effectiveness of this product. If the Buyer chooses not to accept these risks, THEN THIS PRODUCT SHOULD NOT BE APPLIED. By applying this product Buyer acknowledges and accepts these inherent unintended risks AND TO THE FULLEST EXTENT ALLOWED BY LAW, AGREES THAT ALL SUCH RISKS ASSOCIATED WITH THE APPLICATION AND USE ARE ASSUMED BY THE BUYER. MGK shall not be responsible for losses or damages (including, but not limited to incidental, consequential or special damages that may be claimed) resulting from use of this product in any manner not set forth on the label. Buyer assumes all risks associated with the use of this product in any manner or under conditions not specifically directed or approved on the label.

LIMITED WARRANTY warrants only that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the label, under average use conditions, when used strictly in accordance with the label and subject to the Risks of Using This Product as described above. To the extent consistent with applicable law AND AS SET FORTH ABOVE, MGK MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. No agent or representative of MGK or Seller is authorized to make or create any other express or implied warranty.

LIMITATION OF LIABILITY To the fullest extent allowed by law, MGK or Seller is not liable for any incidental, consequential, indirect or special damages resulting from the use or handling of this product. The limitation includes, but is not limited to increased finance charges or altered finance ratings, emotional or mental distress and/or exemplary damages. TO THE FULLEST EXTENT ALLOWED BY LAW, THE EXCLUSIVE REMEDY OF THE BUYER, AND THE EXCLUSIVE MAXIMUM LIABILITY OF MGK OR 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 THIS PRODUCT OR, AT THE ELECTION OF MGK OR SELLER, THE REPLACEMENT OF THE PRODUCT.

PROMPT NOTICE OF CLAIM To the extent consistent with applicable law allowing such requirements MGK must be provided Product Name/Label Number/Page # notice as soon as Buyer has reason to believe it may have a claim, but in no event later than twenty-one days from date of application, so that an immediate inspection of the affected property can be made. To the extent consistent with applicable law if Buyer does not notify MGK of any claims, in such period, it shall be barred from obtaining any remedy.

NO AMENDMENTS MGK and Seller offer this product, and Buyer accepts it, subject to the foregoing Disclaimer, Risks of Using This Product, Limited Warranty and Limitation of Liability, which may not be modified by any oral or written agreement.

[Or alternate text below]

[IMPORTANT: READ BEFORE USE

Read the entire Directions for Use, Conditions, Disclaimer of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

By using this product, user or buyer accepts the following conditions, disclaimer of warranties and limitations of liability.

CONDITIONS: The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. 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 MGK. All such risks shall be assumed by the user or buyer.

DISCLAIMER OF WARRANTIES: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, MGK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of MGK is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. To the extent consistent with applicable law, MGK disclaims any liability whatsoever for special, incidental or consequential damages resulting from the use or handling of this product.

LIMITATIONS OF LIABILITY: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID, OR AT MGK'S ELECTION, THE REPLACEMENT OF PRODUCT.]

[Or alternate text below]

[Note [Notice]: Seller warrants that this product complies with the specifications expressed in this label. To the extent consistent with applicable law, seller makes no other warranties, and disclaims all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for the intended purpose. To the extent consistent with applicable law, seller's liability or default, breach or failure under this label shall be limited to the amount of the purchase price. To the extent consistent with applicable law, seller shall have no liability for consequential damages.]

[Or alternate text below]

[Notice: To the extent consistent with applicable law, buyer assumes all responsibility for safety and use not in accordance with directions.]

[Or alternate text below]

[NOTICE TO USER

To the fullest extent permitted by law, seller makes no warranty, express or implied, of merchantability, fitness or otherwise concerning the use of this product other than as indicated on the label. User assumes all risks of use, storage or handling not in strict accordance with accompanying directions.]

MGK® Formula 3119

[CONSUMER SECTION OF LABEL]

[Note: A Granular Fly Bait Product]

[] Indicates optional wording.

Optional Marketing Claims:

- Contains a specially formulated mixture of attractants
- Unique mixture of attractants
- Contains a patented attractant
- Patented attractant technology
- Attracts and kills house flies
- Attracts male and female flies
- Controls house flies
- Kills Imidacloprid resistant flies
- Dual modes of action
- Contains Clothianidin and NyGuard® IGR
- Contains NyGuard® IGR
- Effective indoors and outdoors
- For Indoor and Outdoor Use
- For the kill and control of house flies in and around hen houses and horse stables
- For Use In and Around Horse Stables
- For Use In and Around Hobby Farms
- For Use In and around residential and commercial facilities
- For the control of house flies in and around horse stables
- Low odor
- Low dust formulation
- 6.3 oz. treats 1,000 sq. ft.
- 6.3 oz. is approximately 1 cup
- 1.6 oz. is approximately ¼ cup [4 tablespoons]
- Three convenient application methods
- Three convenient application methods; scatter bait, paint-on or bait station use
- Ready-to-use scatter bait, paint-on application or in a bait station
- Contains Bitrex®

ACTIVE INGREDIENTS:

Clothianidin 0.50%
 Pyriproxyfen 0.05%

OTHER INGREDIENTS: 99.45%
 100.00%

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KEEP OUT OF REACH OF CHILDREN CAUTION

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 [and directions for use].

FIRST AID	
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.
HOTLINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For information on this product (including health concerns, medical emergencies or pesticide incidents), you may call 1-888-740-8712.	

Manufactured for:



8810 Tenth Avenue North
 Minneapolis, MN 55427

EPA Reg. No. 1021-2803

EPA Est. No. 1021-MN-2

NET WEIGHT: _____

**PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS**

CAUTION

Causes moderate eye irritation. Avoid contact with eyes, skin or clothing.

ENVIRONMENTAL HAZARDS

This product is toxic to aquatic invertebrates. Drift and runoff may be hazardous to aquatic organisms in neighboring areas. Do not apply where runoff is likely to occur. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters or rinsate.

This product is highly toxic to bees and other pollinating insects exposed to direct treatment or residues on blooming crops or weeds. Do not apply this product if bees or other pollinating insects are visiting the treatment area.

PHYSICAL OR CHEMICAL HAZARDS

Do not apply this product in, on or around electrical equipment due to the possibility of shock hazard.

DIRECTIONS FOR USE

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

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USE RESTRICTIONS

- NOT REGISTERED FOR SALE, DISTRIBUTION OR USE IN THE STATE OF NEW YORK.
- Do not place bait in areas accessible to children, pets or food producing animals.
- Do not allow bait to come into contact with food or water.
- Do not apply inside residential structures, food processing plants, restaurants or other commercial facilities without bait stations.
- Do not place in outdoor areas where pollinators are actively foraging.
- Do not apply to milking equipment.
- Do not reuse measuring utensils for food.

USE RATE:

6.3 oz. (approximately 1 cup) per 1,000 sq. ft. Re-apply every 3-5 days or as bait is consumed.

WHERE TO APPLY

Scatter Application

- **Outdoor** areas around barns, garages, horse stables, houses and other residential structures, sheds and other outbuildings. Scatter bait in areas inaccessible to children, pets and animals.
- **Indoor** application in barns, garages, horse stables, sheds and other out buildings. Scatter bait in areas inaccessible to children, pets and animals.

Bait Station Application

- **Indoor and outdoor** areas around barns, garages, horse stables, houses and other residential structures, sheds and other out buildings. Place bait stations in areas inaccessible to children, pets and animals.

Paint-on or Spray-on Applications

- **Outdoor** areas around barns, garages, horse stables, houses and other residential structures, sheds and other out buildings. Apply in an inconspicuous area to ensure bait does not stain surface. Treat surfaces inaccessible to children, pets, and animals.

HOW TO APPLY:

Apply the bait in areas where flies congregate. Do not place cool or windy locations because flies prefer warm sites for resting

Time applications to begin at the start of the season before fly populations have reached their peak.

- **Scatter Application:** Scatter the bait at 6.3 oz. (approximately 1 cup) per 1,000 sq. ft. (do not put in piles) onto dry level surfaces. Reapply after flies have consumed the bait. Do not apply to dusty surfaces. Scatter the bait in areas inaccessible to children, pets, and animals.
- **Bait Station Application:** Add 1.6 oz. (approximately 4 tablespoons) of bait in commercially available bait stations, place where flies congregate. Each station should control approximately 250 sq. ft. Position stations at least four feet above ground. Place bait stations in areas inaccessible to children, pets, and animals.
- **Paint-on or Spray-on Applications:** To prepare the bait for spraying or painting, mix 1.6 ounces (approximately 4 tablespoons) of fly bait with warm water until the desired consistency is achieved (typically 1-4 oz. of water). Thoroughly mix and let stand until the bait is dissolved completely. Bait mixture can be applied with a brush or with a standard spray bottle onto spots where flies rest (e.g. walls, joists, window ledges, stable fixtures). [Additionally, it can be applied onto thin strips of burlap, cardboard sheets or fabric and hung in areas out of reach of children and pets.] Bait should treat approximately 250 sq. feet. Clean brush or spray bottle with warm water after use. Treat surfaces inaccessible to children, pets, and animals.
- **Re-baiting:** Reapply bait in 3-5 days or as bait is consumed.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in a cool, dry area. Always store pesticides in the original container. Store away from food and pet food.

PESTICIDE DISPOSAL AND CONTAINER HANDLING: Non-refillable container. Do not reuse or refill this container.

If empty:

Place in trash or offer for recycling if available.

If partly filled:

Call your local solid waste agency for disposal instructions. Never place unused product down any indoor or outdoor drain.

Optional Warranty statements:

DISCLAIMER, RISKS OF USING THIS PRODUCT, LIMITED WARRANTY AND LIMITATION OF LIABILITY

IMPORTANT: Read the entire Label including this Disclaimer, Risks of Using this Product, Limited Warranty, and Limitation of Liability before using this product. If the terms are not acceptable THEN DO NOT USE THE PRODUCT.

RISKS OF USING THIS PRODUCT The Buyer and User (referred to collectively herein as "Buyer") of this product should be aware that there are inherent unintended risks associated with the use of this product which are impossible to eliminate. These risks include, but are not limited to lack of control of the target pests, resistance of the target pest to this product, injury caused by drift. Such risks of non-performance, resistance or other unintended consequences are unavoidable and may result because of such factors as presence of other materials either applied in the tank mix with this product or prior to application of this product, cultural practices or the manner of use or application, (or a combination of such factors) all of which are factors beyond the control of MGK. The Buyer should be aware that these inherent unintended risks may impact the effectiveness of this product. If the Buyer chooses not to accept these risks, THEN THIS PRODUCT SHOULD NOT BE APPLIED. By applying this product Buyer acknowledges and accepts these inherent unintended risks AND TO THE FULLEST EXTENT ALLOWED BY LAW, AGREES THAT ALL SUCH RISKS ASSOCIATED WITH THE APPLICATION AND USE ARE ASSUMED BY THE BUYER. MGK shall not be responsible for losses or damages (including, but not limited to incidental, consequential or special damages that may be claimed) resulting from use of this product in any manner not set forth on the label. Buyer assumes all risks associated with the use of this product in any manner or under conditions not specifically directed or approved on the label.

LIMITED WARRANTY warrants only that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the label, under average use conditions, when used strictly in accordance with the label and subject to the Risks of Using This Product as described above. To the extent consistent with applicable law AND AS SET FORTH ABOVE, MGK MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. No agent or representative of MGK or Seller is authorized to make or create any other express or implied warranty.

LIMITATION OF LIABILITY To the fullest extent allowed by law, MGK or Seller is not liable for any incidental, consequential, indirect or special damages resulting from the use or handling of this product. The limitation includes, but is not limited to increased finance charges or altered finance ratings, emotional or mental distress and/or exemplary damages. TO THE FULLEST EXTENT ALLOWED BY LAW, THE EXCLUSIVE REMEDY OF THE BUYER, AND THE EXCLUSIVE MAXIMUM LIABILITY OF MGK OR 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 THIS PRODUCT OR, AT THE ELECTION OF MGK OR SELLER, THE REPLACEMENT OF THE PRODUCT.

PROMPT NOTICE OF CLAIM To the extent consistent with applicable law allowing such requirements MGK must be provided Product Name/Label Number/Page # notice as soon as Buyer has reason to believe it may have a claim, but in no event later than twenty-one days from date of application, so that an immediate inspection of the affected property can be made. To the extent consistent with applicable law if Buyer does not notify MGK of any claims, in such period, it shall be barred from obtaining any remedy.

NO AMENDMENTS MGK and Seller offer this product, and Buyer accepts it, subject to the foregoing Disclaimer, Risks of Using This Product, Limited Warranty and Limitation of Liability, which may not be modified by any oral or written agreement.

[Or alternate text below]]

[IMPORTANT: READ BEFORE USE

Read the entire Directions for Use, Conditions, Disclaimer of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

By using this product, user or buyer accepts the following conditions, disclaimer of warranties and limitations of liability.

CONDITIONS: The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. 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 MGK. All such risks shall be assumed by the user or buyer.

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