



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

June 17, 2022

Miriam Frugis
Federal Regulatory Manager
Makhteshim Agan of North America, Inc. (d/b/a ADAMA)
3120 Highwoods Blvd
Suite 100
Raleigh, NC 27604

Subject: Label Amendment – Added termiticide, terrestrial non-food, and residential outdoor uses
Product Name: MCW 437 Technical
EPA Registration Number: 11678-75
Application Date: 5/1/2020
Decision Number: 564199

Dear Ms. Frugis:

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.

Page 2 of 2
EPA Reg. No. 11678-75
Decision No. 564199

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 with FIFRA section 6. If you have any questions, please contact Kaitlin Saunders by phone at 202-566-2890, or via email at Saunders.Kaitlin@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kable Bo Davis', enclosed within a hand-drawn oval.

Kable Bo Davis
Senior Regulatory Specialist
Registration Division (7505P)
Office of Pesticide Programs

Enclosure

MCW 437 TECHNICAL

[ABN: FIPRONIL TECHNICAL]

FOR FORMULATION USE ONLY

ACTIVE INGREDIENT	%BY WT.
Fipronil: 5-amino-1-[2,6-dichloro-4-(trifluoromethyl)-4-4-[1 <i>R,S</i>)-(trifluoromethyl)sulfinyl]]-1 <i>H</i> -pyrazole-3-carbonitrile	96.5%
INERT INGREDIENTS	3.5 %
TOTAL	100.0%

KEEP OUT OF REACH OF CHILDREN

WARNING/AVISO

Manufactured for:
Makhteshim Agan of North America, Inc.
(d/b/a ADAMA)
3120 Highwoods Blvd., Suite 100
Raleigh, NC 27604

ACCEPTED

06/17/2022

Under the Federal Insecticide, Fungicide
and Rodenticide Act as amended, for the
pesticide registered under
EPA Reg. No. 11678-75

EPA Reg. N. 11678-75

EPA Est. N.

NET WEIGHT: _____ LBS (KGS)

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 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 mouth-to-mouth if possible.• Call a poison control center or doctor for further treatment advice.
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 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.
HOT LINE 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 1-877-250-9291 for emergency medical treatment information.	
NOTE TO PHYSICIAN	
There is no specific antidote. All treatment should be based on observed signs and symptoms of distress in the patient. Overexposure to materials other than this product may have occurred. In severe cases of overexposure by oral ingestion, lethargy, muscle tremors, and in extreme cases possible convulsions, may occur.	

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

WARNING. May be fatal if swallowed or inhaled. Harmful if absorbed through skin. Causes skin irritation and moderate eye irritation. Avoid contact with skin, eyes or clothing. Do not breathe dust. Wear goggles, face shield or safety glasses. Wear protective clothing and rubber gloves. Wear a dust/mist filtering respirator (MSHA/NIOSH approval number prefix TC-21C), or a NIOSH approved respirator with any N, R, P or HE filter. Wash thoroughly with soap and water after handling and before eating, drinking chewing gum or using tobacco. Remove and wash contaminated clothing before reuse.

ENVIRONMENTAL HAZARDS

Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, ocean or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting of authority has been notified in writing prior to discharge. Do not discharge effluent containing this product in sewer systems without previously notifying the sewage treatment plant authority. For guidance contact your State Water Board of Regional Office of the EPA

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. For manufacturing use only into insecticide products for the following uses*:

- Residential indoor: (companion animals, crack and crevice baits and bait stations);
- Indoor non-food: (commercial, industrial, and institutional facilities, modes of transportation), crack and crevice baits, and bait stations;
- Indoor non-food (termiticides): sub-slab termiticides only.
- Termiticides: (pre and post construction soil application)
- Terrestrial non-food: (golf courses, sod farms, commercial lawns, and perimeter treatment around commercial buildings)
- Residential outdoor: (lawns, perimeter treatment around buildings & ornamentals)

This product may be used to formulate products for specific use(s) not listed on the MP label if the formulator, user group, or grower has complied with U. S. EPA data submission requirements

regarding the support of such use(s). Each formulator is responsible for obtaining EPA registration for their end-use product(s).

*This product is not for formulation into end-use product for use in or on food/feed areas, including food handling establishments (except for crack and crevice and bait station product(s)) or in/on food/feed.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE Store in original container. Store in a cool, dry place.

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

CONTAINER HANDLING:

Rigid, Nonrefillable Container small enough to shake (50 lbs or less): Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container $\frac{1}{4}$ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.”

Rigid, nonrefillable containers that are too large to shake (greater than 50 lbs): Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container $\frac{1}{4}$ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times.

Rigid, refillable containers that are too large to shake (greater than 50 lbs):

Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. The residue removal instructions must be appropriate for the characteristics and formulation of the pesticide product and must be adequate to protect human health and the environment. The statement on residue removal could include any one of the following, and must be reviewed and approved by the Agency (unless the statement in quotation marks is used):

- The refilling residue removal procedure developed by the registrant for the pesticide product;
- Standard industry practices for cleaning refillable containers;
- For pesticides that require dilution prior to application, the statement in quotation marks in this row following this list; or
- Any other statement the registrant considers appropriate.

LIMITATION OF WARRANTY AND LIABILITY

Read the entire Directions for Use, Conditions 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. Crop injury, 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 ADAMA. All such risks shall be assumed by the user or buyer.

DISCLAIMER OF WARRANTIES: To the extent consistent with applicable law, ADAMA 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 ADAMA is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. To the extent consistent with applicable law, ADAMA 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 ADAMA election, the replacement of product.