



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY  
AND POLLUTION PREVENTION

July 5, 2019

Anna Crowder  
Regulatory Affairs Specialist  
Nisus Corporation  
100 Nisus Drive  
Rockford TN, 37853

Subject: Registration Review Label Mitigation for Boric Acid  
Product Name: Bora-Care Manufacturing Concentrate  
EPA Registration Number: 64405-3  
Application Date: Oct 7, 2018  
Decision Number: 552085

Dear Anna Crowder:

The Agency, in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended, has completed reviewing all of the information submitted with your application to support the Registration Review of the above referenced product in connection with the Boric Acid/Sodium Salts Interim Decision, and has concluded that your submission is acceptable. The label referred to above, submitted in connection with registration under FIFRA, as amended, is acceptable.

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.

A copy of your label stamped "Accepted" is enclosed. Products shipped after 12 months from the date of this amendment must bear the new revised label. Your release for shipment of the product bearing the amended label 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 about this letter, please contact Miguel Zavala by phone at 703-347-0504, or via email at [zavala.miguel@epa.gov](mailto:zavala.miguel@epa.gov).

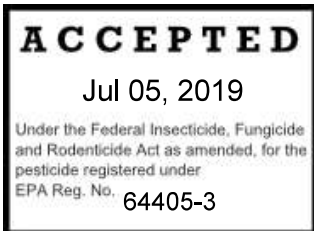
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Sincerely,

A handwritten signature in blue ink, appearing to read 'Linda Arrington', with a long horizontal flourish extending to the right.

Linda Arrington, Branch Chief  
Risk Management and Implementation Branch 4  
Pesticide Re-Evaluation Division  
Office of Pesticide Programs

Enclosure



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{The MOA Box will be used if required}

# Bora-Care® Manufacturing Concentrate

Fungicide, Insecticide and Termiticide Concentrate

An Insecticide Only for Manufacturing/Formulating Use

For Formulation into End-Use Pesticides for the Prevention and Control of Algae, Carpenter Ants, Fungi (Mold and Rot), Termites and Wood Destroying Beetles

**Active Ingredient:**

Disodium Octaborate Tetrahydrate (CAS No. 12280-03-4) .....40%

**Other Ingredients** .....60%

Total .....100%

Density: 11.51 pounds per gallon

EPA Reg. No. 64405-3

EPA Est. 64405-TN-1

**Keep Out of Reach of Children**  
**CAUTION**  
See back panel for First Aid and additional Precautionary Statements

Net Contents: \_\_\_ gal. (\_\_\_ lt.)

Net Wt.: \_\_\_ lbs. (\_\_\_ kl.)

**First Aid**

<b>If on Skin or Clothing</b>	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Immediately rinse skin with plenty of water for 15-20 minutes.</li> </ul>
<b>If in Eyes</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> </ul>

Call a poison control center or doctor for further treatment advice. Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact {insert appropriate toll free number} for emergency medical treatment information.

*{Note: The first aid statements' grid format will be used if market label space permits; otherwise a paragraph format will be used.}*

**PRECAUTIONARY STATEMENTS**

**Hazards to Humans & Domestic Animals**

**CAUTION:** Harmful if absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Thoroughly wash with soap and water after handling. Remove contaminated clothing and wash clothing before reuse.

## Environmental Hazards

This pesticide is toxic to fish and wildlife. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans or other water unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously, notifying the local sewage treatment plant authority. For guidance contact your state water board or regional office of the EPA.

### Notice

Read and understand the entire label before using. Use only according to label directions.

Before buying or using this product, read **Warranty Disclaimer** and **Limitation of Remedies** statement found elsewhere on this label. If terms are unacceptable, return unopened package to seller for full refund of purchase price. Otherwise, use by the buyer or any other user constitutes acceptance of the terms under **Warranty Disclaimer and Limitation of Remedies**.

## DIRECTIONS FOR USE

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

Use of this product for the control of bed bugs is prohibited.

Applications to carpets are prohibited.

## Product Information

This concentrate is only for formulating use. Formulators using this product are responsible for obtaining EPA registration of their products. Bora-Care Manufacturing Concentrate, when formulated into end-use products for use on cellulosic and non-cellulosic materials, is an innovative termiticide, insecticide and fungicide that eliminates existing infestations and provides long-term protection against termites, beetles, borers, Carpenter ants, rots and wood decay and other fungi and molds.

This product may be used to formulate products for specific use(s) not listed on this label if the formulator, user group, or grower has complied with U.S. EPA submission requirements regarding support of such use(s). [This product may be used to formulate products for any additional use(s) not listed on this label if the formulator, user group, or grower has complied with U.S. EPA submission requirements regarding support of such use(s).]

*{For product packaged in rigid, non-refillable containers less than or equal to 5 gallons:}*

## Storage and Disposal

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

**Pesticide Storage:** Store in a cool, dry (preferably locked) storage area inaccessible to children and pets. Do not freeze. **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:** Nonrefillable container; do not reuse or refill this container. Triple rinse (or equivalent) container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. 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, then offer for recycling, if available; or reconditioning, if appropriate; or puncture and dispose of in a sanitary landfill; or by incineration.

*{For product packaged in rigid, non-refillable containers greater than 5 gallons:}*

### **Storage and Disposal**

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

**Pesticide Storage:** Store in a cool, dry (preferably locked) storage area inaccessible to children and pets. Do not freeze. **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:** Nonrefillable container; do not reuse or refill this container. Triple rinse (or equivalent) container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ 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. Then offer for recycling, if available; or reconditioning, if appropriate; or puncture and dispose of in a sanitary landfill; or by incineration.

*{The Batch Code or Lot Number will appear either on the container or labeling per PR Notice 2007-4.}*

**[{Option 1}**

### **WARRANTY DISCLAIMER**

To the extent not prohibited by applicable law, Manufacturer warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. To the extent not prohibited by applicable law, **MANUFACTURER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.**

#### **Inherent Risks of Use**

The directions for use of this product are believed to be adequate and must be carefully followed. It is impossible to eliminate all risks associated with use of this product. Lack of performance or other unintended consequences may result because of such factors as use of the product contrary to label instructions, abnormal conditions, the presence of other materials, climatic conditions or the manner of use/application, all of which are beyond the control of the Manufacturer. To the extent not prohibited by applicable law, the buyer/user assumes all such risks.

#### **Limitation of Remedies**

To the extent not prohibited by applicable law the exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability or other legal theories) shall be limited to, at Manufacturer's election, one of the following:

1. Refund of purchase price paid by buyer or user for product bought, or
2. Replacement of amount of product used.

To the extent not prohibited by applicable law: a) Manufacturer shall not be liable for losses or damages resulting from handling or use of this product unless Manufacturer is promptly notified of such loss or damage in writing; and b) **TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW IN NO CASE SHALL MANUFACTURER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING WITHOUT LIMIT, HEALTH RELATED DAMAGES OR INJURIES.**

The terms of this **Warranty Disclaimer** and **Limitation of Remedies** cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Manufacturer or the seller is authorized to vary or exceed the terms of this **Warranty Disclaimer** or **Limitation of Remedies** in any manner.

It is not intended that this product be used to practice any applicable patent, whether mentioned or not, without procurement of a license, if necessary, from the owner, following investigation by the user.]

**[{Option 2}**

[For a complete and printable Warranty Disclaimer, please visit [www.nisuswarranty.com](http://www.nisuswarranty.com).]



**Nisus Corporation**  
100 Nisus Drive  
Rockford, TN 37853  
(800) 264-0870

**Bora-Care® is a Registered Trademark of Nisus Corporation**

**Made in the U.S.A.**

© \_\_\_\_\_

*[ ] Denotes optional/alternate language*

*{ } Denotes language that will not appear on market labeling*