
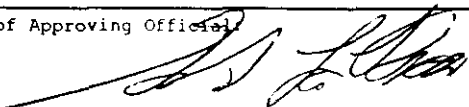


70506-5

02/17/2000

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Office of Pesticide Programs Registration Division (H7505C) 401 "M" St., S.W. Washington, D.C. 20460	EPA Reg. Number: 70506-5	Date of Issuance: FEB 17 2000
		Term of Issuance: Conditional	
		Name of Pesticide Product: Tengard MUP	
NOTICE OF PESTICIDE: <input checked="" type="checkbox"/> Registration <input type="checkbox"/> Reregistration			
(under FIFRA, as amended)			
Name and Address of Registrant (include ZIP Code): United Phosphorus, Inc. 740 Springdale Drive, Suite 204 Exton, Pennsylvania 19341			
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 sec. 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; and submit acceptable responses required for reregistration of your product under FIFRA section 4.			
2. Make the labeling changes listed below before you release the product for shipment:			
a. Add the phase "EPA Registration No. 70506-5".			
Signature of Approving Official: 		Date: February 17, 2000	

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b. Replace the Environmental Hazards section with "This product is toxic to fish, birds, and other wildlife. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other water unless in accordance with the requirements of the 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 into sewer systems without notifying the sewer treatment plant authority. For guidance contact your State Water Board or Regional Office of EPA."

c. Under Non Crop paragraph add (excluding mosquito control (ULV) products) to end of paragraph.

d. Revise the Pesticide Disposal statement to read: "Wastes resulting from the use of this product may be disposed of at an approved disposal facility."

e. Under Terrestrial Outdoor (Non- Food) Uses change Conifers (including Christmas Trees) to Evergreens.

3. Submit two (2) copies of your final printed labeling 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 is enclosed for your records.

Enclosure

Code

Tengard MUP

For Manufacturing-Use only in the production of
termiticide and insecticide products

EPA Reg. No. 70506-

EPA Est. No.

Active Ingredient

Permethrin*	36.8%
Other Ingredients**	63.2%
TOTAL	100.0%

*cis/trans ratio: Max. 42% (±) cis and min. 58% (±) trans

** Contains petroleum distillates.

Contains 3.2 pounds permethrin per gallon as an emulsifiable concentrate.

KEEP OUT OF REACH OF CHILDREN

CAUTION

PRECAUTIONARY STATEMENTS

Hazards to Humans & Domestic Animals

CAUTION

Harmful if swallowed, inhaled or absorbed through the skin. Avoid contact with skin, eyes or clothing. Avoid breathing vapor or spray mist. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse.

FIRST AID

If swallowed: Call a physician or Poison Control Center. Do not induce vomiting because of aspiration hazard.

If inhaled: Remove to fresh air. If discomfort or breathing difficulty occurs obtain medical attention.

If on skin: Wash with plenty of soap and water. Get medical attention if irritation persists.

If in Eyes: Flush eyes with plenty of water. Call a physician if irritation persists.

Note to Physician: This product contains aromatic hydrocarbons which can produce a severe pneumonitis if aspirated. Consideration should be given to gastric lavage with an endotracheal tube in place. Treatment is controlled removal of exposure followed by symptomatic and supportive care.

**FOR 24-HOUR EMERGENCY MEDICAL ASSISTANCE, CALL
1-800-F-A-S-T-M-E-D (327-8633)**

**FOR CHEMICAL EMERGENCY: Spill, leak, fire, exposure, or accident, call
CHEMTREC 1-800-424-9300**

ACCEPTED
with COMMENTS
in EPA Letter Dated

United Phosphorus Inc.
1209 Orange Street
Wilmington, DE 19801

Net Contents:

FEB 17 2000

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

70506-5

Environmental Hazards

This product is extremely toxic to fish and aquatic invertebrates.

Do not contaminate water when disposing of equipment wash waters.

Physical/Chemical Hazards

Do not use or store near heat or open flame.

Use only in well ventilated areas.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling. Formulators are responsible for obtaining their own EPA registrations.

Shake Well Before Using

STORAGE AND DISPOSAL

Pesticide Storage

Store at temperatures above 40°F (5°C).

Shake container well before using. If crystals form, warm to room temperature by placing container in a room at ambient temperature 70°F (21°C) until crystals dissolve.

Do not use or store near heat, open flame or hot surfaces.

Keep out of reach of children and animals.

Store in a dry place and avoid excess heat in storage. Store in original containers only.

Carefully open containers. After partial use, replace lids and close tightly. Do not put concentrate or dilute material into food or drink containers. Do not contaminate other pesticides, fertilizers, water, food, or feed by storage or disposal.

In case of spill, avoid contact, isolate area and keep out animals and unprotected persons. To confine spill, dike surrounding area or absorb with sand, cat litter, commercial clay or gel absorbents. If dry material, cover to prevent dispersal. Place damaged package in a holding container. Identify contents.

Pesticide Disposal

Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container Disposal

Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or incineration or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

Only for formulation of Insecticide/Termiticide products intended for the following uses:

Indoors: Wood and wood structure protection (against termites, beetles, etc.) and general insect pest control in buildings, structures, transports and their immediate surroundings, including but not limited to: agricultural (exterior surfaces of non-poultry facilities; interior and exterior surfaces of poultry houses), industrial and commercial buildings, houses, apartment buildings, laboratories, buses, greenhouses and the non-food/feed areas of stores, warehouses, vessels, railcars, trucks, trailers, aircraft, schools, nursing homes, hospitals (non-patient areas), restaurants, hotels, food manufacturing, processing and servicing establishments, and landscapes in interior gardens.

Terrestrial Outdoor (Non-Food) Uses: Ornamentals including non-bearing fruit and nut trees grown for ornamental purpose, conifers (including Christmas trees), ornamental trees, shrubs, vines, ground covers, lawn and turfgrass grown around industrial and commercial buildings, private homes, duplexes, townhouses, condominiums, house trailers, apartment complexes, carports, garages, sport fields and complexes, tennis courts, fence lines, storage sheds, barns, and their structures (fences, posts, slabs, crawlspaces, foundations, porches, window frames, eaves, patios, garages) and refuse dumps.

Greenhouse: Indoor and outdoor (shade house) grown floral and foliage plants (non-food uses).

Domestic Indoor/Outdoor (non-commercial homeowner) Uses: Yards, lawns, turf, domestic ornamental plantings (trees, shrubs, flowers), ornamental fruit and nut trees around residential sites, porches, patios, foundations, steps, eaves, buildings (for termites, beetles, ticks, including ticks which carry Lyme disease and Rocky Mountain Spotted Fever, and directed pest control for ants, cockroaches, spiders and other nuisance insect pests).

Non-Crop: Non-food producing areas such as, farmyards, fuel storage areas, fence rows, rights-of-way (highway, railroad, utility), airports, recreation areas (fair grounds, race tracks, tennis courts, fence rows, hedgerows, non-agricultural areas for directed pest control to pests (beehives, bee nests, ant mounds, termite hills/nests).

**IMPORTANT INFORMATION
READ BEFORE USING PRODUCT**

**CONDITIONS OF SALE AND LIMITATION OF WARRANTY
AND LIABILITY**

NOTICE: Read the entire Directions for Use and Conditions of Sale and 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.

The Directions for Use of this product should be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product, which are beyond the control of United Phosphorus or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold United Phosphorus and Seller harmless for any claims relating to such factors.

United Phosphorus warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with directions under normal use conditions. This warranty does not extend to the use of this product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of Seller or United Phosphorus, and Buyer and User assume the risk of any such use. UNITED PHOSPHORUS MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

In no event shall United Phosphorus 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 UNITED PHOSPHORUS AND 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, AT THE ELECTION OF UNITED PHOSPHORUS OR SELLER, THE REPLACEMENT OF THE PRODUCT, OR, COMPENSATION LIMITED TO DAMAGES NOT EXCEEDING THE FARE MARKET PURCHASE PRICE, AND SHALL NOT INCLUDE INCEDENTIAL OR CONSEQUENTIAL DAMAGES.**

United Phosphorus and Seller offer this product, and Buyer and User accept it, subject to the foregoing conditions of sale and limitations of warranty and of liability, which may not be modified except by written agreement signed by the duly authorized representative of United Phosphorus.