Ms. Jane M. Miller Agent for LG Chemical 115 Obtuse Hill Road Brookfield, CT 06804 FEB 1 1 2002

Dear Ms. Miller:

Subject: Label Amendment - Update label to make use patterns consistent with data compensation

LG Permethrin Technical

EPA Registration Number 71532-1

Your submission dated January 4, 2002

The amendment referred to above, submitted in connection with registration under FIFRA section 3(c)(7)(a), is acceptable provided that you:

- 1. Submit and/or cite all data or other material required for registration/reregistration of your product under FIFRA section 3(c)(5) or FIFRA section 4 when the Agency requires all registrants of similar products to submit such data.
- 2. Make the labeling changes listed below before you release the product for shipment bearing the amended labeling:
- a) The categories Domestic Farm Animals, Agricultural Premises, Companion Animals and Terrestrial Soil are considered indoor uses therefore, make "Terrestrial Non-Food Use Only" as the main heading and General Outdoor Insect Control as an additional item to the list. If you want to retain the General Outdoor Insect Control claim leave it as a separate item or place "For Mosquito Control" under it.
- 3. Submit three (3) copies of your final printed labeling before you release

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.

Sincerely,

George T. LaRocca Product Manager 13 Insecticide Branch Registration Division (7505C)

Enclosure

# LG PERMETHRIN TECHNICAL INSECTICIDE

## AN INSECTICIDE FOR FORMULATING USE ONLY

ACTIVE INGREDIENT:		
*Permethrin		95.2%
OTHER INGREDIENTS:		4.8%
	Total	100.0%

- \*(3-Phenoxyphenyl)methyl(+) cis,trans-3-(2,2dichloroethenyl)-
- 2,2-dimethylcyclopropanecarboxylate
- \*cis/trans ratio: min. 35% ( $\pm$ ) cis and max. 65% ( $\pm$ ) trans.

# KEEP OUT OF REACH OF CHILDREN CAUTION

See Back Panel For Additional Precautions

Manufactured by: LG Chem Investment, Ltd. 20 Yoido-dong Youngdungpo-gu Seoul, Korea

EPA Reg #71532-1 EPA Est. #71532-KOR-1

Net Contents:

ACCEPTED
with COMMENTS
in EPA Letter Dates

FEB | | 2002

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

71532-1

# PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

# CAUTION

Harmful if swallowed or absorbed through skin. Causes moderate eye irritation. Avoid contact with eyes, skin or clothing. Wash thoroughly after handling.

#### **Environmental Hazards**

This product is extremely toxic to fish. Keep out of lakes, streams, ponds, tidal marshes or estuaries. Do not contaminate water by cleaning of equipment or disposal of wastes. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans or other waters 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.

## Physical and Chemical Hazards

Do not use or store near heat or open flame.

#### First Aid

If Swallowed: Call a physician or Poison Control Center. Drink 1 or 2 glasses of water and induce vomiting by touching back of throat with finger, or if available, by administering syrup of ipecac. If person is unconscious, do not give anything by mouth and do not induce vomiting.

If on Skin: Wash with plenty of soap and water. Get medical attention if symptoms persist.

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

#### **User Safety Recommendations**

Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.

#### DIRECTIONS FOR USE

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

#### STORAGE AND DISPOSAL

**Prohibitions:** Do not contaminate water, food or feed by storage or disposal. Open dumping is prohibited. Do not reuse empty container.

Storage: Keep container closed when not in use. Do not store near food or feed. Protect from freezing. In case of spill or leak on floor or paved surfaces, soak up with sand, earth or synthetic absorbent. Remove to chemical waste area.

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 by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative of 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 by other procedures approved by state and local authorities.

Formulators using this product are responsible for obtaining EPA registration for their formulated product which may be labeled for the use patterns as found listed on this label.

#### ONLY FOR FORMULATION INTO AN INSECTICIDE FOR THE FOLLOWING USES:

1.

# GENERAL OUTDOOR INSECT CONTROL (TERRESTRIAL NON-FOOD USE ONLY)

Domestic Farm Animals: Cattle, Hogs, Horses, Poultry Agricultural Premise Companion Animals Termiticide Soil Contact Nonfumigation Treatment For Mosquito Control (ULV) Products

Limit applications to 2 lbs. active ingredient per acre per year.

# **GREENHOUSE (NON-FOOD)**

#### GENERAL INDOOR INSECT CONTROL

Food Handling Establishments: Places other than private residences in which food is held, processed, prepared or served.

Nonfood/feed Areas: May be used to manufacture end-use products for use as a general spot or crack and crevice treatment in nonfood areas. Similar areas where insects hide or through which insects may enter can be treated. Examples of nonfood areas include garbage rooms, lavatories, floor drains (to sewers), entries and vestibules, offices, locker rooms, machine rooms, boiler rooms, garages, mop closets and storage (after canning or bottling).

Food/Feed Areas: May not be used to manufacture products for use in food/feed areas. Do not use in food areas of food handling establishments, restaurants or other areas where food is commercially prepared or processed. Do not use in serving areas while food is exposed or facility is in operation. Serving areas are areas where prepared foods are served such as dining rooms but excluding areas where foods may be prepared or held. In the home, all food processing surfaces and utensils should be covered during treatment or thoroughly washed before use. Exposed food should be covered or removed. Examples of food areas are areas for receiving, storage, packing (canning, bottling, wrapping, boxing), preparing, edible wastes storage and enclosed processing systems (mills, dairies, edible oils, syrups). Serving areas (when food is exposed and facility is in operation) also would be considered a food area.

Fiber Product Protection Human Articles and Materials Human Body Hair

- 2. Uses for which USEPA has accepted the required data and/or citations of data that the formulator has submitted in support of registration; and
- 3. Uses for experimental purposes that are in compliance with USEPA requirements.

#### NOTE: Not for use to formulate products to be used:

- In terrestrial food crops.
- In warehouses where raw or cured tobacco is stored.
- In warehouses while raw agricultural commodities for food or feed are stored.
- In greenhouses where crops for food or feed are grown.
- In USDA meat and egg processing plants.

#### 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 and 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 LG Chem Investment, Ltd. or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold LG Chem Investment, Ltd. and Seller harmless for any claims relating to such factors.

LG Chem Investment, Ltd. 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 LG Chem Investment, Ltd. and Buyer and User assume the risk of any such use. To the extent permitted by law, LG Chem Investment, Ltd. 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 LG Chem Investment, Ltd. or Seller be liable for any incidental, consequential or special damages resulting from the use or handling of this product. TO THE EXTENT PERMITTED BY LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF LG Chem Investment, Ltd. 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 THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF LG Chem Investment, Ltd. OR SELLER, THE REPLACEMENT OF THE PRODUCT.

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