01/26/2010

# UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, D.C. 20460



OFFICE OF PREVENTION, PESTICIDES AND TOXIC SUBSTANCES

Ms. Kim Davis RegWest Company, LLC For Scimetrics Ltd. Corporation 30856 Rocky Road Greeley, CO 80631

JAN 2 6 2010

Dear Ms. Davis:

Subject: Labeling Amendment to Kaput® Mouse Blocks EPA Registration No. 72500-7 Submission Date: October 7, 2009

The labeling referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, is acceptable. A stamped copy is enclosed for your records. Please submit one (1) final printed copy for the above mentioned label before releasing the product for shipment.

Note: Should you wish to retain a reference to the company's website on your label, 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 Assurance

This product is not consistent with the Agency's May 28, 2008, "Risk Management Decision for Ten Rodenticides." EPA anticipates cancellation of those existing products that are not consistent with the Risk Mitigation Decision to occur no later than June 4, 2011. In the meantime, EPA is approving new registrations and amendments to existing registrations of rodenticide bait products, on a timelimited basis, so long as the registrations do not present greater risks of unreasonable adverse effects than existing products. Accordingly, this amendment is approved only subject to the condition that the registration shall expire on June 4, 2011. This condition of registration may be amended in conjunction with amendments to conform to the Risk Mitigation Decision. Absent such amendments, product released for shipment by the registrant after June 4, 2011, would be in violation of FIFRA. If you have any questions regarding this label, please contact Jennifer Gaines at (703) 305-5967.

Sincerely yours,

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Kable Bo Davis Acting Product Manager (07) Insecticide-Rodenticide Branch Registration Division (7505P)

# Kaput® Mouse Blocks

# [Now] Controls [Kills] Rats and Voles Too!

For Control of [Kills] Norway Rats, Roof Rats, Deer Mice, White-Footed Mice, House Mice and Voles

Active Ingredient:	
Warfarin (CAS No. 81-81-2)	0.025%
Other Ingredients	
Total	100.000%

# Keep Out of Reach of Children CAUTION

Harmful if swallowed.

See back panel for First Aid and additional Precautionary Statements. A C C E P T E D

EPA Reg. No. 72500-7

EPA Est. 72500-CO-1

Net Weight: \_\_\_\_ lbs. (\_\_\_\_ kg) About \_\_\_ Blocks 4 lbs. (1.81 kg) About 64 Blocks; 8 lbs. (6.63 kg) About 130 Blocks; 22 lbs. (9.98 kg) About 350 Blocks}

JAN 2 6 2010 Under the Federal Insecticide, Fungicide, and Rodenticide Act as amended, for the pesticide Registered under EPA Reg. No. 72



(Back Panel)

# DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Apply this product only for the sites, pests and application methods specified on this label.

## Read this Label:

Read this entire label and follow all use directions and use precautions.

**IMPORTANT:** Do not expose children, pets or other non-target animals to rodenticides. To help prevent accidents:

- 1. Store product not in use in locations out of reach of children and pets.
- 2. Apply bait in locations out of reach of children, pets, domestic animals and non-target wildlife, OR in tamper-resistant bait stations. These stations must be resistant to destruction by children under six years of age and dogs, and must be used in a manner that prevents such children from reaching into bait compartments and obtaining bait. If bait can be shaken from stations when they are lifted, units must be secured or otherwise immobilized. Even stronger bait stations are needed in areas open to hoofed livestock, raccoons, bears, other potentially destructive animals or areas prone to vandalism.
- 3. Dispose of product container and unused, spoiled and unconsumed bait as specified on this label.

## RATS AND MICE

Use Restrictions: Use this product to control [kill] only Norway rats (*Rattus norvegicus*), roof rats (*Rattus rattus*), deer mice (*Peromyscus maniculatus*), white-footed mice (*P. leucopus*) and house mice (*Mus musculus*) at the sites in "Urban Areas" and "Non-urban Areas" that are indicated below. Do not place bait in areas where there is a possibility of contaminating food or surfaces that come in direct contact with food. Do not use this product to control *Peromyscus* spp. mice or within the occupied habitats of threatened or endangered *Peromyscus* spp. mice or other

types of threatened or endangered animals. All applications, including indoor applications, must be made in tamperresistant bait stations unless children, pets, domestic animals and non-target wildlife are reliably denied access to the treated area by other means. Do not sell this product in individual containers holding less than 4 pounds of bait.

**Urban Areas:** This product may only be used to control Norway rats, roof rats, deer mice, white-footed mice and house mice in and around homes, and industrial, commercial and public buildings; in transport vehicles (ships, trains and aircraft) and in and around related port or terminal buildings. Applications "around" buildings must be made in tamper-resistant bait stations situated along walls or other external parts of buildings (e.g. doorways, ramps, loading docks) where rats or mice might seek to gain entrance.

**Non-Urban Areas:** This product may only be used to control Norway rats, roof rats, deer mice, white-footed mice and house mice in and around homes and agricultural buildings. This product may also be used in parks, woodlots, yards and lots surrounding residential buildings, and non-crop areas near agricultural buildings only if applied in secured, tamper-resistant bait stations.

Selection of Treatment Areas: Determine where target rodents [rats and mice] will most likely find and consume the bait. Generally, these areas will be along walls and building foundations, in cellars and crawl spaces, by gnawed openings, in corners and concealed places, between floors and walls, beside burrow openings and other locations where signs of target rodents [rats and mice] have been seen. When controlling white-footed mice, the bases of trees located in permitted use sites (See Use Restrictions) may provide suitable baiting points. Remove as much alternative food as possible

#### **Application Directions:**

Mice: Apply 1 or 2 bait blocks per placement. Use 2 blocks only at points of extremely high mouse activity. Space placements at 8- to 12-foot intervals, at locations consistent with the requirements of this label.

**Rats:** Apply 4 to 16 bait blocks per placement. Space placements at 15- to 30-foot intervals, at locations consistent with the requirements of this label.

Rats and Mice: Maintain an uninterrupted supply of fresh bait for at least 30 days or until there no longer are fresh signs of rodent activity or signs that rodents are feeding on the bait.

**Follow-up (Rats & Mice):** While wearing gloves, immediately replace contaminated or spoiled bait. While wearing gloves, collect and properly dispose of all visible dead animals and leftover bait. To discourage reinfestation, limit sources of rodent food, water and harborage as much as possible. If reinfestation occurs, repeat treatment. Where there is a continuous source of reinfestation, establish permanent bait stations and replenish bait as needed.

#### VOLES

Use Restrictions: Use this product to control only pine, meadow and/or mountain voles (*Microtus* spp.) around (within 15 feet of) industrial, commercial, agricultural and public buildings. Do not use this product within the habitat of threatened or endangered *Microtus* spp. voles, threatened or endangered *Peromyscus* spp. mice, or other threatened or endangered animals. Do not expose bait on bare ground. Unless children, pets, birds and non-target wildlife are excluded from the treated areas, all applications for controlling voles must be made in tamper-resistant bait stations. All applications must be made by hand. Wear gloves when handling bait or animal carcasses. Do not sell this product in individual containers holding less than 4 pounds of bait.

Selection of Treatment Areas: Determine areas within 15 feet of buildings where voles or signs of vole activity (girdling of plants, consumption of bulbs, burrow openings and surface runways) have been seen. These areas generally will be in flower beds or under shrubs, bushes or ground cover.

**Application Directions:** Place 1 bait block in each bait station. Situate bait stations near runways, burrow openings or plants that voles have been damaging. If, and only if, children, pets, domestic animals and wildlife reliably are excluded from the treated area, blocks may be placed directly into vole runways or burrow openings. Cover treated runways or holes with a shingle, board or ground vegetation, if present.

**Follow-up:** Check placements daily. Remove any fouled or spoiled bait and replenish if vole activity and interest in bait persist. Maintain an uninterrupted supply of fresh bait for 15 days or until there no longer are fresh signs of vole activity and feeding on bait. Collect and properly dispose of any carcasses and leftover bait. At the end of the control program dispose of carcasses and any uneaten bait.

(Plastic Buckets)

# Storage and Disposal

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

**Pesticide Storage:** Store in original container in a cool, dry place inaccessible to children and pets. **Pesticide Disposal:** Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility. **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; otherwise, dispose of empty container in a sanitary landfill; or by incineration. In most states burning is not allowed. Lot Number: {Lot number will appear either on the label or container}

(Plastic Bags)

## Storage and Disposal

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Lot Number: {Lot number will appear either on the label or container}

# First Aid

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact the National Poison Information Center at 1-800-858-7378 for emergency medical treatment information.

If swallowed, call a poison control center or doctor for immediate 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.

# Note to Physician

If swallowed, this material may reduce the clotting ability of the blood and may cause bleeding. If ingested, administer Vitamin K1 intramuscularly or orally. Repeat as necessary based on monitoring of prothrombin times.

# Treatment for Pet Poisoning

If animal eats bait, call a veterinarian [or 1-800-xxx-xxxx] at once.

#### Note to Veterinarian

Anticoagulant Warfarin: For animals ingesting bait and/or showing poisoning signs (bleeding or elevated prothrombin times), give Vitamin K1 at doses of 2-5 mg/kg. If needed, check prothrombin times every 3 days until values return to normal (up to 30 days). In severe cases blood transfusions may be needed.

# PRECAUTIONARY STATEMENTS

# Hazards to Humans and Domestic Animals

CAUTION

Harmful if swallowed or absorbed through the skin. Keep away from children, domestic animals and pets. Do not get in eyes, on skin or on clothing. All handlers (including applicators) must wear the following personal protective equipment (PPE): shoes plus socks, and gloves. Any person who retrieves carcasses or unused bait following application of this product must wear gloves.

#### **User Safety Requirements**

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables are given, use detergent and hot water. Keep and wash PPE separately from other laundry. Immediately remove PPE after handling this product. Wash the outside of gloves before removing. As soon as possible, thoroughly wash hands after applying bait and before eating, drinking, chewing gum, using tobacco or using the toilet, then change into clean clothing.

## Environmental Hazards

This product is extremely toxic to fish and wildlife. Dogs and predatory and scavenging mammals and birds might be poisoned if they feed upon animals that have eaten the bait. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high-water mark. Do not contaminate water when disposing of equipment washwater or rinsate.

#### WARRANTY DISCLAIMER

The directions for use of this product must be followed carefully. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, (1) THE GOODS DELIVERED TO YOU ARE FURNISHED "AS IS" BY MANUFACTURER OR SELLER, AND (2) MANUFACTURER AND SELLER MAKE NO WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND TO BUYER OR USER, EITHER EXPRESS OR IMPLIED, OR BY USAGE OF TRADE, STATUTORY OR OTHERWISE, WITH REGARD TO THE PRODUCT SOLD, INCLUDING, BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE OR ELIGIBILITY OF THE PRODUCT FOR ANY PARTICULAR TRADE USAGE. UNINTENDED CONSEQUENCES, INCLUDING BUT NOT LIMITED TO INEFFECTIVENESS, CROP OR PLANT DAMAGE, OR LOSS OF YIELD, MAY RESULT BECAUSE OF SUCH FACTORS AS THE PRESENCE OR ABSENCE OF OTHER MATERIALS USED IN COMBINATION WITH THE GOODS, OR THE WEATHER, WIND, AND TEMPERATURE, OR THE MANNER OF USE OR APPLICATION, ALL OF WHICH ARE BEYOND THE CONTROL OF MANUFACTURER OR SELLER, AND ASSUMED BY BUYER OR USER. THIS WRITING CONTAINS ALL OF THE REPRESENTATIONS AND AGREEMENTS BETWEEN BUYER OR MANUFACTURER, AND SELLER, AND NO PERSON OR AGENT OF MANUFACTURER OR SELLER HAS ANY AUTHORITY TO MAKE ANY OTHER REPRESENTATION OR WARRANTY OR AGREEMENT RELATING IN ANY WAY TO THESE GOODS. NO WARRANTIES SHALL BE CREATED BY COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. THE SELLER OR MANUFACTURER ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING OR USING THE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT.

#### LIMITATION OF LIABILITY

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, IN NO EVENT SHALL MANUFACTURER OR SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THEIR NATURE OF PENALTIES RELATING TO THE GOODS SOLD, INCLUDING USE, APPLICATION, HANDLING, AND DISPOSAL. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, NEITHER MANUFACTURER NOR SELLER SHALL BE LIABLE TO BUYER OR USER OR TO CUSTOMERS OF BUYER, IF ANY, FOR INDEMNIFICATION OR ANY DAMAGES OR SUMS OF MONEY, CLAIMS OR DEMANDS WHATSOEVER, RESULTING FROM OR BY REASON OF, OR RISING OUT OF THE USE, MISUSE, OR FAILURE TO FOLLOW LABEL WARNINGS OR INSTRUCTIONS FOR USE, OF THE GOODS SOLD. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ALL SUCH RISKS SHALL BE ASSUMED BY THE BUYER, USER, OR CUSTOMERS. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BUYER'S OR USER'S EXCLUSIVE REMEDY, AND MANUFACTURER'S OR SELLER'S TOTAL LIABILITY, SHALL BE FOR DAMAGES NOT EXCEEDING THE PURCHASE PRICE OF THE GOODS AND, IF BUYER OR USER WISHES, THE RETURN OF THE GOODS BY BUYER TO SELLER.

If you do not agree with or do not accept any of directions for use, the warranty disclaimers, or limitations on liability, do not use the goods, and return it unopened to the Seller, and the purchase price will be refunded. By using the goods, you expressly agree to all of the terms and conditions of this contract.

USES WITH OTHER PRODUCTS: If the goods are used in combination with any other product *except as specifically recommended in writing*, then, to the extent consistent with applicable law, Seller or Manufacturer shall have no liability for any crop, plant, or other loss, damage, or injury arising out of its use in any such combination not so specifically recommended.

[Attention [Notice]: This product contains a chemical known to the state of California to cause birth defects or other reproductive harm.]



[ ] Denotes alternate/optional language { } Denotes language that does not appear on the market label