72500-7

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

OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVETION

Decision # 449644 360 5-896883

Scimetrics Ltd. Corp. P.O. Box 1045 Wellington, CO 80549

MAY 3 1 2011

Attention: Ms. Sue Valentine

Subject	Kaput® Mouse Blocks
	EPA Reg. No. 72500-7
	Your resubmission of May 19, 2011

PurposeThis submission includes revised labels to comply with the Risk Mitigation
Decision of May 28, 2008, under sec 3(c)(5) of the Federal Insecticide,
Fungicide, and Rodenticide Act (FIFRA) and current requirements.

Label The labeling submitted with the above letter is acceptable, provided you submit one (1) copy of final printed labeling to us, before you ship your product.

Follow the enclosed "Minimum Type Size Requirements for Final Printed Label".

Terms and <u>Terms and Conditions of Registration</u>

This product is registered only subject to the registrant's commitment to control distribution of the product so that it will only be distributed to or sold in agricultural, farm and tractor stores or directly to PCOs and other professional applicators, and the registrant's commitment not to sell or distribute the product in channels of trade likely to result in retail sale in hardware and home improvement stores, grocery stores, convenience stores, drug stores, club stores, big box stores, and other general retailers.

This product may not be sold in packaging that holds less than 4 pounds of bait.

Compliance with RMD and RED	With this accepted labeling, the product meets the risk management goals of the Reregistration Eligibility Decision (RED) for the 1998 Rodenticide Cluster and the Risk Mitigation Decision for Ten Rodenticides (RMD).	
Existing stocks	 The registrant may not distribute or sell existing stocks of this productafter June 4, 2011 unless they conform to the terms and conditions of registration as amended today. Any person other than the registrant may sell and distribute existing stocks of this product with the previously approved label until such stocks are exhausted. Any person may use existing stocks of this product with the previously approved label until such stocks are exhausted. 	
Consequence for non- compliance	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.	

Questions If you have questions about this letter, please contact Dan Peacock at 703-305-5407 (phone); 703-305-6596 (fax); or <u>peacock.dan@epa.gov</u> (E-Mail).

Sincerely,

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Rosanna Louie-Juzwiak Acting Product Manager (07) Insecticide-Rodenticide Branch Registration Division (7505P)

Enclosures

1. Stamped Label

2. Minimum Type Sizes for Final Printed Label

File LocationDan Peacock, C:\Documents and Settings\dpeacock\Desktop\Backup, 16gbFlash Drive\Warfarin\Registration Actions\72500-7\72500-7, 5-19-2011resub, re-reg + RMD. 5-20-2011.doc

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{Front Panel}

Kaput® Mouse Blocks

This product may only be used inside and within 50 feet of buildings or inside of transport vehicles (ships, trains, or aircraft).

[Now] Controls [Kills] Rats and Voles Too! Controls [Kills] Rats, Mice and [+] Voles

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	<u>99.975%</u>
Total	100.000%

Keep Out of Reach of Children ACCEPTED CAUTION

MAY 31 2011

Harmful if swallbreder the Federal Insecticide, Fungicide, See back panel for First Aid and additional Production See back panel for First Aid and additional Production See Sector 2014

EPA Reg. No. 72500-7

EPA Est 72500 de registered under:

72500-7

4 lbs. (1.81 kg) Ab**6/(A4 Bbg; kkjo: ____** [8 lbs. (3.63 kg) About 130 Blocks] [22 lbs. (9.98 kg) About 350 Blocks] [45 lbs. (20.41 kg) About 720 Blocks]

{Back Panel}

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. **READ THIS LABEL:**

Read this entire label and follow all use directions and use precautions. Use only for sites, pests, and application methods described on this label.

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

- 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 tamperresistant 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.

NOTE: Bait stations are mandatory for outdoor, above-ground use. Tamper-resistant bait stations must be used if children, pets, non-target mammals, or birds may access the bait.

<u>3</u>].

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RATS AND MICE

Use Restrictions: This product is only for control of [to kill] Norway rats, roof rats, house mice, deer mice, and whitefooted mice in and around homes, industrial buildings, commercial, agricultural, and public buildings, and similar man-made structures. This product may also be used in transport vehicles (ships, trains, aircraft) and in and around related port and terminal buildings. Do not apply farther than 50 feet from buildings. Do not use in edible product areas of food or feed processing plants or other areas where food or feed is commercially prepared or processed. Do not contaminate food/feed or food/feed handling equipment or place near or inside ventilation duct opening. Do not broadcast bait.

Do not sell this product in individual containers holding less than four (4) pounds of bait.

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 block per placement. Use 2 blocks only at points of extremely high mouse activity. Space placements at 8 to 12 foot intervals. Maintain an uninterrupted supply of fresh bait for 15 days or until there are no longer fresh signs of mouse activity or feeding on bait.

Rats: Apply 4 to 16 bait blocks per placement (including deeply into rat burrows). Space placements at 15 to 30 foot intervals. Maintain an uninterrupted supply of fresh bait for 10 days or until there are no longer fresh signs of rat activity or feeding on bait.

Follow-up: 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 [kill] only pine, meadow and/or mountain voles around homes, industrial, commercial, agricultural and public buildings. **Do not apply farther than 50 feet from buildings**. Do not use this product on bare ground. 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 four (4) pounds of bait.

Selection of Treatment Areas: Determine areas within 50 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. Maintain an uninterrupted supply of fresh bait for 15 days or until there are no longer fresh signs of mouse activity or feeding on bait.

Follow-up: While wearing gloves, collect and properly dispose of all visible dead animals and leftover 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 Handling:** Non-refillable container; do not reuse or refill this container. Offer for recycling, if available, or reconditioning, if appropriate; otherwise, dispose of empty container in a sanitary landfill; or by incineration.

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

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[{Plastic Bags}

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 Handling:** Non-refillable container; do not reuse or refill this container. Completely empty bag then offer for recycling, if available; otherwise, dispose of empty bag in a sanitary landfill; or by incineration.

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

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

CAUTION: Harmful if swallowed. Keep away from children, domestic animals and pets.

All handlers (including applicators) must wear 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 instruction for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry. Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash hands thoroughly after applying bait and before eating, drinking, chewing gum, using tobacco or using the toilet and change into clean clothing.

FIRST AID HAVE LABEL WHEN OBTAINING TREATMENT ADVICE

If Swallowed	 Call a poison control center, doctor, or National Pesticide Information Network (1-800-858-7378) immediately for treatment advice. Have a 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.
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TREATMENT FOR PET POISONING

If animal eats bait, call veterinarian or 1-800-222-1222 at once.

NOTE TO PHYSICIAN OR VETERINARIAN

Contains the anticoagulant Warfarin. If swallowed, this material may reduce the clotting ability of the blood and cause bleeding. For humans or animals ingesting bait and/or showing poisoning signs (bleeding or elevated prothrombin times), give Vitamin K₁ orally or intramuscularly.

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Environmental Hazards

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This product is extremely toxic to mammals and birds. Dogs, cats and other predatory and scavenging mammals and birds might be poisoned if they feed upon animals that have eaten this bait. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Runoff also may be hazardous to aquatic organisms in water adjacent to treated areas. Do not contaminate water when disposing of equipment washwater or rinsate.

WARRANTY

To the extent consistent with applicable law, Manufacturer and Seller make no warranty, express or implied, concerning the use of this product other than indicated on the label. Buyer assumes all risk of use and/or handling of this material when such use and/or handling is contrary to label instructions.

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. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW. 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