

87373-1

3/31/2011

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U.S. ENVIRONMENTAL PROTECTION AGENCY
Office of Pesticide Programs
Registration Division (7505C)
1200 Pennsylvania Avenue NW
Washington, D.C. 20460

EPA Reg.

Number:

87373-1

Date of Issuance:

03/31/2011

Term of Issuance:

Conditional

Name of Pesticide Product:

Argite Fipronil 96.5% Technical

NOTICE OF PESTICIDE:

Registration
 Reregistration

(under FIFRA, as amended)

Name and Address of Registrant (include ZIP Code):

Argite, LLC
Pyxis Regulatory Consulting, Inc.
4110 136th St. NW
Gig Harbor, WA 98332

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 of your product under FIFRA sec. 3(c)(5) when the Agency requires all registrants of similar products to submit such data; and submit acceptable responses required for the registration review of your product.
2. Make the following labeling changes before you release the product for shipment:
 - a. Revise the EPA Registration Number to read: "EPA Registration No. 87373-1"

Signature of Approving Official:

Richard Gebken
Product Manager (RM 10)
Insecticide Branch
Registration Division (MC 7505P)

Date:

March 31, 2011

3. Submit final printed label bearing the above stated revisions prior to releasing this product for sale.

Please note that this Notice of Registration was issued with the understanding that you will ensure that the labeling for this product is consistent with that of the me-too/re-packed product (MCW 437 Technical; EPA Reg. No. 74054-5) and other identical EPA registered products. If you fail to comply with the above stated conditions, this registration will be subject to cancellation in accordance with FIFRA sec. 6(e). Your release for shipment of the product constitutes your acceptance of these conditions.

See enclosed stamped label for your records. If you have any questions concerning this action, please contact Dr. B. A. Akinlosotu at (703) 605-0653.

Enclosure:

Label, Stamped "Accepted with Comments"

Argite Fipronil 96.5% Technical

For Manufacturing Use Only

ACTIVE INGREDIENT:

Fipronil: 5-amino-1-[2,6-dichloro-4-(trifluoromethyl)phenyl]-4-4-[(1,R,S)-(trifluoromethyl)sulfinyl]-1H-pyrazole-3-carbonitrile..... 96.5% ✓

OTHER INGREDIENTS:..... 3.5% ✓

TOTAL:..... 100.0%

KEEP OUT OF REACH OF CHILDREN

WARNING/AVISO

FIRST AID	
✓ If swallowed:	<ul style="list-style-type: none"> • Call a poison control center or doctor immediately for 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. • Do not give anything by mouth to an unconscious person.
✓ If inhaled:	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. • Call a poison control center or doctor for further treatment advice.
✓ If in eyes:	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
✓ If on skin or clothing:	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
✓ HOT LINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-866-257-4118 for emergency medical treatment information.	
✓ NOTE TO PHYSICIAN	
There is no specific antidote. All treatment should be based on observed signs and symptoms of distress in the patient. Overexposure to materials other than this product may have occurred. In severe cases of overexposure by oral ingestion, lethargy, muscle tremors, and in extreme cases, possible convulsions, may occur.	

For Chemical Spill, Leak, Fire, or Exposure, call: CHEMTREC 1-800-424-9300

Manufactured for:

✓ Argite, LLC
200 Cascade Point Lane, Ste. 101
Cary, NC 27513

EPA Reg. No. 87373-1
EPA Est. No.

Net Weight:

ACCEPTED
With COMMENTS
In EPA Letter Dated:
MAR 31 2011

Under the Federal Insecticide, Fungicide and Rodenticide Act, As amended, for the pesticide Registered under EPA Reg. No:

87373-1

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS

WARNING. May be fatal if swallowed or inhaled. Harmful if absorbed through skin. Causes skin irritation and moderate eye irritation. Avoid contact with skin, eyes or clothing. Do not breathe dust. Wear goggles, face shield or safety glasses. Wear protective clothing and rubber gloves. Wear a dust/mist filtering respirator (MSHA/NIOSH approval number prefix TC-21C), or a NIOSH approved respirator with any N, R, P or HE filter. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum or using tobacco. Remove and wash contaminated clothing before reuse.

ENVIRONMENTAL HAZARDS

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.

DIRECTIONS FOR USE

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

For manufacturing use only into insecticide products for the following uses*:

- ✓ • Residential indoor: (companion animals, crack and crevice baits and bait stations)
- ✓ • Indoor non-food: (commercial, industrial, and institutional facilities, modes of transportation), crack and crevice baits, and bait stations
- ✓ • Indoor non-food (termiticides): sub-slab termiticides only

This product may be used to formulate products for specific use(s) not listed on the MP label if the formulator, user group, or grower has complied with U.S. EPA data submission requirements regarding the support of such use(s). Each formulator is responsible for obtaining EPA registration for their end-use product(s).

✓ *This product is not for formulation into end-use products for use in or on food/feed areas, including food handling establishments (except for crack and crevice and bait station products) or in/on food/feed.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in original container. Store in a cool, dry place.

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: Nonrefillable container. Do not reuse or refill this container. Completely empty liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application equipment. Then offer for recycling if available or dispose of liner in a sanitary landfill or by incineration or, if allowed by state and local authorities, by burning. If burned, stay out of smoke. If drum is contaminated and cannot be reused, dispose of it in the manner required for its liner.

CONDITION 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 Direction for Use of this Product should be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, presence of other materials or other influencing factors in the use of the product, which are beyond the control of Argite, LLC or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold Argite, LLC and Seller harmless for any claims relating to such factors.

Argite, LLC 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 Argite, LLC, and Buyer and User assume the risk of any such use. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ARGITE, LLC MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.**

To the extent consistent with applicable law, neither Argite, LLC nor Seller shall be liable for any incidental, consequential or special damages resulting from the use or handling of this product. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF ARGITE, LLC 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 ARGITE, LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

Argite, LLC and Seller offer this product, and Buyer and User accept it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of Argite, LLC.

[EPA approval date]