



# FIFRA Section 24(c) Special Local Need

FOR DISTRIBUTION AND USE ONLY WITHIN THE STATE OF NEVADA



ALFALFA GROWN FOR SEED ONLY  
EPA Reg. No. 59639-138  
EPA SLN No. NV-090002

## DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling. This labeling must be in the possession of the user at the time of application. Follow all applicable directions, restrictions, Worker Protection Standard requirements and precautions on the EPA registered label.

This label for Zeal<sup>®</sup> Miticide<sup>1</sup> expires and must not be distributed or used in accordance with this SLN registration after December 31, 2013.

Do not apply directly to water or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not apply when weather conditions favor drift from treated areas. Drift and runoff from treated areas may be hazardous to aquatic organisms in water adjacent to treated areas. Do not contaminate water when disposing of equipment washwaters or rinsate.

The active ingredient in this product is extremely toxic to freshwater invertebrates, which are a food source for salmon and other fish species. Caution is advised to avoid drift and runoff into fish bearing waters.

### **Zeal Miticide<sup>1</sup>** **Alfalfa Grown for Seed**

CROP	PESTS	PRODUCT RATE (OZ/A)	SPECIAL INSTRUCTIONS
Alfalfa -- Grown for Seed	Two-Spotted Spider Mites	2.0 – 3.0 oz	Apply by ground in a minimum of 20 gal/A or by air at 10 gal/A. Coverage is essential for good control. Use of higher water volume will assure better coverage.
			Best results are achieved when mite populations are low. <i>Zeal</i> is predominately an ovicide/larvicide and should be used early in the life cycle of mites. <i>Zeal</i> should be applied at threshold for your area.
			<ul style="list-style-type: none"> <li>Do not apply more than 3 oz <i>Zeal</i> per acre per season or make more than one application per season.</li> <li>Do not use current year treated seed crop for hay or forage.</li> <li>Do not use treated alfalfa seed for sprouting.</li> </ul>

**MANAGING RESISTANCE:** Repeated use of the same class of miticides or miticides with similar modes of action can lead to the buildup of resistant mite strains. *Zea!* should be used in alternation with other miticides possessing dissimilar modes of action and/or with other chemical classes of miticides. Follow local, state and federal IPM and Resistance Management (RM) recommendations. Read and follow all product labels before applying any miticide.

**RESTRICTIONS/PRECAUTIONS:**

1. Do not apply more than 3 oz *Zea!* per acre per season or make more than one application per season.
2. Do not apply to alfalfa grown for fresh market or processing.
3. Do not apply this product through any type of irrigation system.
4. All alfalfa seed screenings shall be disposed of in such a way that they cannot be distributed or used for human food or animal feed. The seed conditioner shall keep records of screening disposal for three years from the date of disposal and shall furnish the records to the director immediately upon request. Conditioner disposal records shall consist of documentation of on-farm disposal, disposal at a controlled dumpsite, incinerator, composter or other equivalent disposal site and shall include the lot numbers, amount of material disposed of, the grower(s), and the date of disposal.
5. No portion of the alfalfa seed plant, including but not limited to green chop, hay, pellets, meal, whole seed, cracked seed, roots, bulbs, leaves and seed screenings may be used or distributed for food or feed purposes.
6. Alfalfa seed shall bear a tag or container label which forbids use of the seed for human consumption or animal feed.
7. Alfalfa seed may not be distributed for human consumption or animal feed.

**DISCLAIMER, RISKS OF USING THIS PRODUCT, LIMITED WARRANTY AND LIMITATION OF LIABILITY**

**IMPORTANT:** Read the entire Label including this Disclaimer, Risks of Using this Product, Limited Warranty and Limitation of Liability before using this product. If the terms are not acceptable, THEN DO NOT USE THE PRODUCT; rather, return the unopened product within 15 days of purchase for a refund of the purchase price.

**RISKS OF USING THIS PRODUCT**

The Buyer and User (referred to collectively herein as "Buyer") of this product should be aware that there are inherent unintended risks associated with the use of this product which are impossible to eliminate. These risks include, but are not limited to, injury to plants and crops to which this product is applied, lack of control of the target pests or weeds, resistance of the target pest or weeds to this product, injury caused by drift, and injury to rotational crops caused by carryover in the soil. Such risks of crop injury, non-performance, resistance or other unintended consequences are unavoidable and may result because of such factors as weather, soil conditions, disease, moisture conditions, irrigation practices, condition of the crop at the time of application, presence of other materials either applied in the tank mix with this product or prior to application of this product, cultural practices or the manner of use or application, (or a combination of such factors) all of which are factors beyond the control of Valent. The Buyer should be aware that these inherent unintended risks may reduce the harvested yield of the crop in all or a portion of the treated acreage, or otherwise affect the crop such that additional care, treatment and expense are required to take the crop to harvest. If the Buyer chooses not to accept these risks, THEN THIS PRODUCT SHOULD NOT BE APPLIED. By applying this product Buyer acknowledges and accepts these inherent unintended risks AND AGREES THAT ALL SUCH RISKS ASSOCIATED WITH THE APPLICATION AND USE ARE ASSUMED BY THE BUYER.

Valent shall not be responsible for losses or damages (including, but not limited to, loss of yield, increased expenses of farming the crop or such incidental, consequential or special damages that may be claimed) resulting from use of this product in any manner not set forth on the label. Buyer assumes all risks associated with the use of this product in any manner or under conditions not specifically directed or approved on the label.

**LIMITED WARRANTY**

Valent warrants only that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the label, under average use conditions, when used strictly in accordance with the label **and subject to the Risks of Using This Product as described above. EXCEPT AS SET FORTH ABOVE, VALENT MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED.** No agent or representative of Valent or Seller is authorized to make or create any other express or implied warranty.

**LIMITATION OF LIABILITY**

In no event shall Valent or Seller be liable for any incidental, consequential, indirect or special damages resulting from the use or handling of this product. The limitation includes, but is not limited to, loss of yield on all or any portion of the treated acreage, increased care, treatment or other expenses required to take the crop to harvest, increased finance charges or altered finance ratings, emotional or mental distress and/or exemplary damages. **THE EXCLUSIVE REMEDY OF THE BUYER, AND THE EXCLUSIVE MAXIMUM LIABILITY OF VALENT OR 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 THIS PRODUCT OR, AT THE ELECTION OF VALENT OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

**PROMPT NOTICE OF CLAIM**

Valent must be provided notice as soon as Buyer has reason to believe it may have a claim, but in no event later than twenty-one days from date of planting, or twenty-one days from the date of application, whichever is later, so that an immediate inspection of the affected property and growing crops can be made.

If Buyer does not notify Valent of any claims, in such period, it shall be barred from obtaining any remedy.

**NO AMENDMENTS**

Valent and Seller offer this product, and Buyer accepts it, subject to the foregoing **Disclaimer, Risks of Using This Product, Limited Warranty** and **Limitation of Liability**, which may not be modified by any oral or written agreement.

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FIFRA Section 24(c) Registrant: Valent U.S.A. Corporation  
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*Zeal* is a registered trademark of Valent U.S.A. Corporation.