

FIFRA Section 24(c) Special Local Need



GROUP 1 HERBICIDE

FOR DISTRIBUTION AND USE ONLY WITHIN THE STATE OF OREGON



**FOR GRASS WEED CONTROL IN COMMON AND
HAIRY VETCH GROWN FOR SEED ONLY**

**EPA Reg. No. 59639-132
EPA SLN NO. OR-100016**

This label is valid until December 31, 2015 or until otherwise amended, withdrawn, cancelled or suspended.

Active Ingredient	By Wt.
*Clethodim.....	12.6%
Other Ingredients	<u>87.4%</u>
Total	100.0%

KEEP OUT OF THE REACH OF CHILDREN

CAUTION

ENVIRONMENTAL HAZARDS:

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 where runoff is likely to occur. Do not apply where weather conditions favor drift from areas treated. Do not contaminate water when disposing of equipment wash water or rinsate.

DIRECTIONS FOR USE

RESTRICTIONS:

This FIFRA §24(c) Special Local Need (SLN) label is only to be distributed to users, growers, and/or applicators acting on behalf of growers who agree that Valent U.S.A. Corporation will not be held responsible for crop damage issues related to the use of *Select Max* Herbicide applied to vetch crops grown for seed for weed control. If such terms are not acceptable, Valent requests that all *Select Max* Herbicide be returned unopened. Valent considers the user to have accepted such terms and conditions upon use of this product.

DO NOT APPLY THIS PRODUCT THROUGH ANY TYPE OF IRRIGATION SYSTEM.

Select Max Herbicide is a selective postemergence herbicide for control of annual and perennial grasses. *Select Max* Herbicide does not control sedges or broadleaf weeds.

APPLICATION INFORMATION

Do not apply more than 16 fl oz per acre in a single application and no more than 32 fl oz of *Select Max* Herbicide per acre per season.

Product	Product Rate	Weed Control Recommendations
<i>Select Max</i> Herbicide	12-16 fl oz/A	For spring post-emergence application to actively growing annual grass weeds. (See <i>Select Max</i> Herbicide label for grass height recommendations.) Do not apply more than 32 fl oz in a season. For repeat application, make on a minimum of a 14-day interval.
Adjuvant: Use a non-ionic surfactant at 0.25% v/v by ground or air.		

Ground Application

Applications to vetch grown for seed shall be made in a minimum of 10 gal of spray solution per acre. Spray pressures shall reflect a minimum of 30 psi and a maximum of 60 psi at the nozzle. Do not use flood nozzles.

Aerial Application

Use a minimum of 3 gal of spray solution per acre. Increase spray volumes up to 10 gal as grass or crop foliage becomes dense.

Additional restrictions for *Select Max* Herbicide post-emergence applications for Vetch grown for seed:

- Do not apply if rain is expected within 1 hour of application, as control may be unsatisfactory.
- Do not plant rotational crops until 30 days after application of *Select Max* Herbicide unless crop is listed on *Select Max* Herbicide label.
- Do not apply a post emergence broadleaf herbicide within one day following application of *Select Max* Herbicide or reduced grass control may result.
- Do not apply under conditions of stress. Applying *Select Max* Herbicide under conditions that do not promote active grass growth will reduce herbicide effectiveness. These conditions include drought, excessive water, extremes in temperature, low humidity and grasses either partially controlled or stunted from prior pesticide applications. Grasses under these kinds of stressful conditions will not absorb and translocate *Select Max* Herbicide effectively, and will be less susceptible to herbicide activity.

Spray Drift Management

Do not allow spray from ground or aerial equipment to drift onto adjacent land or crops. When drift may be a problem, do everything possible to reduce spray drift, including:

- Do not apply when conditions are favorable for drift (high temperatures, drought and low relative humidity), especially when sensitive plants are located nearby.
- Do not spray if wind speed is 10 mph or greater. If sensitive crops or plants are downwind, extreme caution must be used under all conditions.
- Do not spray if winds are gusty.
- Do not apply when a temperature inversion exists. If inversion conditions are suspected, consult with local weather services before making an application.
- Do not allow *Select Max* to come in contact with desirable grass crops such as corn, rice, small grains, sorghum, or turf, as these and other grass crops will be injured or killed.

Special Crop Use Restrictions

The pesticide applicator, the producer of the crop, and the seed conditioner must be aware that use of this product according to this labeling is deemed a non-feed/non-food use by the Oregon Department of Agriculture, and is regulated by Oregon Administrative Rule (OAR) 603-057-0535, Pesticide Use On Crops Grown For Seed. If the applicator of this pesticide is not the producer, the applicator must provide a copy of this labeling to the producer of the crop. Producers of this crop who use this product, or cause the product to be used on a field they operate, must provide a copy of this pesticide label to the seed conditioner.

This pesticide does not have an established pesticide residue tolerance for this crop. Consequently, no portion of this seed crop may be used or distributed for food or feed for 1 year (365 days) after the last application of this product. This restriction pertains to, but is not limited to: green chop, forage, hay, pellets, meal, whole seed, cracked seed, straw, roots, bulbs, foliage or seed screenings, and to the grazing of the crop field, stubble or regrowth. All seed screenings shall be disposed of in such a manner that the screenings cannot be distributed or used for food or feed purposes, as indicated in OAR 603-057-0535. Additional regulations concerning seed screenings are stated in OAR 603-057-0535.

Any seed from a field treated with this pesticide product shall bear specific and conspicuous container labeling, or if shipped in bulk, on the shipment invoice or bill of lading. The labeling shall contain the following statement:

“This seed was produced using one or more products for which the United States Environmental Protection Agency has not established pesticide residue tolerances. This seed, in whole, as sprouts, or in any form, may not be used for human consumption or animal feed. Failure to comply with this condition may violate Requirements of the Federal Food and Drug Administration, the Oregon Department of Agriculture and other regulatory agencies.”

**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 TO THE FULLEST EXTENT ALLOWED BY LAW 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. To the extent consistent with applicable law AND 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

To the fullest extent allowed by law Valent or Seller is not 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. TO THE FULLEST EXTENT ALLOWED BY LAW 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

To the extent consistent with applicable law allowing such requirements 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 latter, so that an immediate inspection of the affected property and growing crops can be made.

To the extent consistent with applicable law 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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