

## FIFRA Section 24(c) Special Local Need Label

For distribution and use only in the State of Oregon

Pendimethalin	Group	3	Herbicide
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# Prowl<sup>®</sup> H2O

## Herbicide

EPA Reg. No. 241-418

EPA SLN No. OR-140006

### For weed control in clover grown for seed production

This label is valid until December 31, 2029, or until otherwise amended, withdrawn, canceled, or suspended.

#### Active Ingredient\*:

pendimethalin: N-(1-ethylpropyl)-3,4-dimethyl-2,6-dinitrobenzenamine..... 38.7%

Other Ingredients: ..... 61.3%

Total: ..... 100.0%

\*1 gallon contains 3.8 pounds of pendimethalin formulated as an aqueous capsule suspension.

**KEEP OUT OF REACH OF CHILDREN**

### CAUTION/PRECAUTION

#### Directions For Use

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

**This SLN label and the label affixed to the main container of Prowl<sup>®</sup> H2O herbicide, EPA Reg. No. 241-418, must be in the possession of the user at the time of pesticide application. Follow all applicable directions, Worker Protection Standard requirements, and precautions on this SLN label and the label affixed to the main container of Prowl H2O herbicide.**

#### Environmental Hazards

Follow all applicable directions, restrictions, and precautions in the Environmental Hazards section of the label affixed to the main container of **Prowl H2O herbicide**.

#### Product Information

**Prowl H2O herbicide** is a selective preemergence herbicide for controlling most annual grass weeds and certain broadleaf weeds as they germinate. **Prowl H2O herbicide** will not control established weeds. Refer to Table 2 on the label affixed to the main container of **Prowl H2O herbicide** for a complete list of weeds controlled.

**Prowl H2O herbicide** is most effective when mechanically incorporated, or when incorporated in the weed germination zone by rainfall or irrigation.



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## Application Instructions

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Uniformly apply **Prowl® H2O herbicide** in 10 or more gallons of water per acre with ground equipment.

Apply **Prowl H2O herbicide** to established clover grown for seed production. Uniformly apply **Prowl H2O herbicide** at a broadcast rate of 1.0 to 4.0 quarts (0.95 to 3.80 pounds of pendimethalin) per acre before weed germination for optimum weed control. For optimum dodder control, apply 3.0 to 4.0 quarts of **Prowl H2O herbicide** (2.85 to 3.80 pounds of pendimethalin) per acre.

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## Crop Specific Precautions

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- For best results, apply **Prowl H2O herbicide** before clover exceeds 6 inches in height. Application made after clover exceeds 6 inches in height may result in poor weed control because of possible reduced spray coverage to the soil
- Some stunting and chlorosis may occur with postemergence applications.

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## Restrictions and Limitations

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- **Buffer Requirements:** The label affixed to the main container of **Prowl H2O herbicide** requires a buffer for ground applications to protect federally listed or threatened endangered plant species or their critical habitat, if they are present in proximity to the application site. Refer to the Endangered Species Protection section of the label affixed to the main container of **Prowl H2O herbicide**.
- **DO NOT** exceed 4.0 quarts of **Prowl H2O herbicide** (3.8 pounds of pendimethalin) per acre per year.
- **DO NOT** make more than one application per acre per year.
- **DO NOT** apply this product through any type of irrigation system.
- **DO NOT** apply this product by air.
- **DO NOT** apply to seedling clover.
- Refer to product container label for rotational crop restrictions.

## 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 nonfeed/nonfood 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 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 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.”

## Conditions of Sale and Warranty

The **Directions For Use** of this product reflect the opinion of experts based on field use and tests. The directions are believed to be reliable and must be followed carefully. However, it is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or use of the product in a manner inconsistent with its labeling, all of which are beyond the control of BASF CORPORATION ("BASF") or the Seller. To the extent consistent with applicable law, all such risks shall be assumed by the Buyer.

BASF warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the **Directions For Use**, subject to the inherent risks, referred to above.

**TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BASF MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.**

**TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BUYER'S EXCLUSIVE REMEDY AND BASF'S EXCLUSIVE LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO REPAYMENT OF THE PURCHASE PRICE OF THE PRODUCT.**

**TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BASF AND THE SELLER DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.**

BASF and the Seller offer this product, and the Buyer and User accept it, subject to the foregoing **Conditions of Sale and Warranty** which may be varied only by agreement in writing signed by a duly authorized representative of BASF. These Conditions of Sale and Warranty are required by BASF Corporation and not specified by the U.S. EPA or the State of Oregon.

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