# **RESTRICTED USE PESTICIDE**

Due to toxicity to fish and aquatic organisms. For retail sale to and use only by Certified Applicators, or persons under their direct supervision and only for those uses covered by the Certified Applicator's certification.



BIFENTHRIN GROUP 3A INSECTICIDE

FIFRA SECTION 24 (C) SPECIAL LOCAL NEED LABEL FOR DISTRIBUTION AND USE ONLY IN THE STATE OF OREGON FOR CONTROL OF SCAPTOMYZA FLY (MEADOWFOAM FLY) ON MEADOWFOAM GROWN FOR SEED

> EPA Reg. No. 279-3313 EPA SLN No. OR-070012

This label valid until December 31, 2028 or until otherwise amended, withdrawn, canceled, or suspended.

Active Ingredient:	By Wt.
Bifenthrin: *	25.1%
Other Ingredients:**	<u>74.9%</u>
-	100.0%

\*Cis isomers 97% minimum, trans isomers 3% maximum. \*\*Contains xylene range aromatic solvents.

This product contains 2 pounds active ingredient per gallon.



# KEEP OUT OF REACH OF CHILDREN WARNING/ AVISO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)



#### **Environmental Hazards**

Follow all applicable directions, restrictions, and precautions in the Environmental Hazards section of the label affixed to the main container of Brigade 2EC Insecticide/Miticide.

### **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 Brigade 2EC Insecticide/Miticide must be in the possession of the user at the time of pesticide application. Follow all applicable directions, restrictions, Worker Protection Standard requirements, and precautions on this SLN label and the label affixed to the main container of Brigade 2EC Insecticide/Miticide.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application.

# **APPLICATION INSTRUCTIONS**

Apply Brigade 2EC Insecticide/Miticide as a broadcast spray by ground in a minimum of 20 gallons, or by air in a minimum of 10 gallons, of finished spray per acre.

Crop/Site: Meadowfoam grown for seed.

Target Pest: Scaptomyza Fly (Meadowfoam Fly)

**Application timing:** According to Oregon State University Extension Specialists, timing of insecticide application can be determined by monitoring adult flies with the use of unbaited yellow sticky traps. Place traps in field from mid-January to April; place one trap approximately every 3 acres. When average daily fly counts exceed four or more per trap per day, insecticide should be applied within a two-week period. It may be necessary to make two applications to get optimum control.

Rate: Use 6.4 fl oz (0.1 lb ai) per acre.

#### **Restrictions:**

- Do not make an application after bloom begins.
- Do not make more than two applications per acre per year.
- Do not apply more than 12.8 fl oz (0.2 lb ai) per acre per year.
- Do not graze livestock in treated areas or cut treated crop for feed.
- Do not apply this product through any type of irrigation system.

### **Buffer Zones to Water Bodies**

Ground Application - Do not apply within 25 feet of aquatic habitats.

**Ultra Low Volume (ULV) Aerial Application –** Do not apply within 450 feet of aquatic habitats.

**Non-ULV Aerial Application –** Do not apply within 150 feet of aquatic habitats.

Aquatic habitats include, but are not limited to, lakes, reservoirs, rivers, streams, marshes, ponds, estuaries, and commercial fish ponds.

## 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.

Any seed from a field treated with this pesticide 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."

#### Conditions 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 Directions for Use of this product must be followed carefully. 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 manner of use or application, weather or crop conditions beyond the control of FMC or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold FMC and Seller harmless for any claims relating to such factors.

Seller warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the Directions for Use when used in accordance with the directions under normal conditions of use. EXCEPT AS WARRANTED BY THIS LABEL, FMC MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SELECTION, PURCHASE, OR USE OF THIS PRODUCT. Any warranties, express or implied, having been made are inapplicable if this product has been used contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to (or beyond the control of) seller or FMC, and buyer assumes the risk of any such use.

To the extent consistent with applicable law FMC or seller shall not 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 FMC 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 FMC OR SELLER, THE REPLACEMENT OF THE PRODUCT.

This Conditions of Sale and Limitation of Warranty and Liability may not be amended by any oral or written agreement.

These Conditions of Sale and Limitation of Warranty and Liability are required by FMC Corporation and not specified by the U.S. EPA or the State of Oregon.

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Section 24(c) Registrant:

