

# Supplemental Label



Valent U.S.A. Corporation  
P.O. Box 8025  
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## SUPPLEMENTAL LABEL FOR SPECIAL LOCAL NEED REGISTRATION

FOR DISTRIBUTION AND USE ONLY IN THE STATE OF OREGON

### **ORTHENE® 97**

FOR INSECT CONTROL IN CARROTS GROWN FOR SEED ONLY

EPA Reg. No. 59639-91

EPA SLN No. OR-010035

Rev. 2

**This label valid until December 31, 2014 or until otherwise amended, withdrawn, cancelled or suspended.**

	By Wt.
Active Ingredient	
Acephate (O,S-Dimethyl acetylphosphoramidothioate) .....	97%
Other Ingredients .....	3%
TOTAL	100%

### **KEEP OUT OF THE REACH OF CHILDREN CAUTION**

**ENVIRONMENTAL HAZARDS:** This pesticide is toxic to birds. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water by cleaning of equipment or disposal of wastes. Cover or soil-incorporate spills. This product is highly toxic to bees exposed to direct treatment or residues on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops or weeds if bees are visiting the treatment area.

#### **AGRICULTURAL USE REQUIREMENTS**

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries and greenhouses and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 24 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil or water is: coveralls, waterproof gloves, shoes plus socks and chemical-resistant headgear for overhead exposure.

#### **DIRECTIONS FOR USE**

##### **CARROTS (Seed Crop Only)**

Apply *Orthene* 97 at a rate of 1.0 lb. product per acre in a minimum of 10 gallons (by ground or air application method) per acre spray volume for the suppression of lygus bugs and control of green peach aphids in carrots grown for seed. It is suggested that a buffering agent be added to stabilize the spray solution and that an anti-drift agent be added to minimize off-target movement. For repeat application, user must allow a minimum of 7 days between applications. Do not apply more than 2.0 lb. of Orthene 97 or 2 lb. a.i. per acre per year.

**RESTRICTIONS:**

1. Do not apply more than 2.0 lb. of *Orthene* 97 or 2 lb. a.i. per acre per year.
2. This product is highly toxic to bees exposed to direct treatment or residues on blooming crops or broadleaf weeds. Do not spray if there is another seed field within ½ mile that is being pollinated. Do not apply this product to blooming carrot seed crop during the pollination period. Apply at the end of the pollination period. Bee colonies used for pollination must be removed from the field being treated prior to the application.
3. Do not apply to carrots grown for fresh market or processing.
4. Do not apply this product through any type of irrigation system.

**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. 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**

**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**

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.

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.

This label and the EPA Registered label must be in the possession of the user at the time of mixing and pesticide application.

Follow all applicable directions, restrictions and precautions on the EPA-registered label and this label. It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

FIFRA § 24(c) Registrant: VALENT U.S.A. Corporation  
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*Orthene 97* -- U.S. Pat. 6,013,272, is a registered trademark of OMS Investments, Inc.