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Section 24(c) Special Local Need Label

DUAL MAGNUM® (S-METOLACHLOR) IS A STATE RESTRICTED USE PESTICIDE FOR THE PROTECTION OF GROUNDWATER AND IS TO BE DISTRIBUTED ONLY BY LICENSED PESTICIDE DEALERS. ONLY CERTIFIED APPLICATORS OR PERSONS UNDER THE DIRECT SUPERVISION OF A CERTIFIED APPLICATOR MAY USE OR APPLY DUAL MAGNUM (S-METOLACHLOR).

FOR DISTRIBUTION AND USE ONLY WITHIN THE STATE OF WASHINGTON

DUAL MAGNUM®

EPA Reg. No. 100-816
EPA SLN No. WA-990005

**For Control of Weeds in Radish Grown for Seed (Excluding Daikon),
and Spinach Grown for Seed**

FAILURE TO FOLLOW THE DIRECTIONS FOR USE AND PRECAUTIONS ON THIS LABEL MAY RESULT IN POOR WEED CONTROL, CROP INJURY, OR ILLEGAL RESIDUES.

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

Follow all applicable directions, restrictions, and precautions including statements pertaining to the Worker Protection Standards, on the EPA-registered Dual MAGNUM label.

This labeling must be in the possession of the user at the time of herbicide application.

Radish Grown for Seed

Application Rate

Use 1.0 to 1.33 pints (0.95 to 1.27 lbs. a.i.) per acre on coarse and medium soils in a minimum of 20 gallons of water per acre. Make only one application per season.

Application Method

Apply a surface broadcast application with ground application equipment prior to planting. Apply Dual MAGNUM to the soil and incorporate into the top 2 inches of soil before planting using a finishing disk, harrow, rolling cultivar, or similar implement capable of providing uniform

2 inch incorporation. Dual MAGNUM will not control emerged weeds. For effective weed control, Dual MAGNUM must be applied to clean-tilled soil.

Restrictions/ Precautions:

- Crop injury may result under unfavorable environmental conditions.
- Do not apply more than 1.27 lb ai/acre per season
- Treated radish seed is not to be used for sprouting.

Seed Crop Restrictions

1. All radish 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, or composter, other equivalent disposal site and shall include the lot numbers, amount of material disposed of, the grower(s), and the date of disposal.
2. No portion of the radish 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.
3. Radish seed shall bear a tag or container label which forbids use of the seed for human consumption or animal feed.
4. Radish seed may not be distributed for human consumption or animal feed.

Producers of radish seed who use this product are required to inform, in writing, conditioners receiving seed produced on fields treated with this product. A copy of this labeling is required to be provided to the conditioner by the producer.

Spinach Grown for Seed

Application Rate

Apply Dual MAGNUM at a broadcast rate of 0.33 – 0.67 pt./A (0.32 to 0.64 lbs. a.i.). Make only once application per season.

Application Method

Apply to the soil surface as a preemergence application, i.e. prior to crop and weed emergence. In the rate range, use lower rates on soils relatively coarse-textured and higher rates on fine-textured soils. A band application may also be used if the crop is not planted in a trench or depressed bed, making sure that the rate applied per crop-acre is adjusted for area actually treated (see Federal label for banded application rate calculations). Dual MAGNUM will not

control emerged weeds. Control emerged weeds with an appropriate registered foliar herbicide or by mechanical or physical means. For irrigated spinach: Irrigate with sprinkler or by furrow irrigation within two days of Dual MAGNUM® application.

Note: Applications of Dual MAGNUM may cause significant injury to spinach resulting in reduced yields. This product is available to the end user/grower solely to the extent that the benefit and utility, in the opinion of the end user/grower, outweigh the extent of potential injury associated with the use of this product. Due to the risk of crop damage, all such use is at the end user/grower's risk.

Restrictions/Precautions:

(1) Do not incorporate. (2) Do not apply more than 0.64 lb ai/season.

Seed Crop Restrictions

1. All spinach 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, or composter, other equivalent disposal site and shall include the lot numbers, amount of material disposed of, the grower(s), and the date of disposal.
2. No portion of the spinach 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.
3. Spinach seed shall bear a tag or container label which forbids use of the seed for human consumption or animal feed.
4. Spinach seed may not be distributed for human consumption or animal feed.

Producers of spinach seed who use this product are required to inform, in writing, conditioners receiving seed produced on fields treated with this product. A copy of this labeling is required to be provided to the conditioner by the producer.

WSDA Container Disposal Guidance: Pesticide containers must be properly cleaned prior to disposal. The best time to clean empty pesticide containers is during mixing and loading, because residue can be difficult to remove after it dries. Triple rinse (or pressure rinse) the pesticide container, empty all pesticide rinse water into the spray tank, and apply to a labeled crop or site. Recycling cleaned containers is the best method of container disposal. Information regarding the recycling of empty and cleaned plastic pesticide containers in Washington is available on the WSDA Waste Pesticide Program web site at <http://agr.wa.gov/PestFert/Pesticides/WastePesticide.htm>. Cleaned containers may also be disposed of in a sanitary landfill, if permitted by the county. Burning is not a legal method of container disposal in Washington.

Chemigation: For use under this SLN label do not apply this product through any type of irrigation system for the crops on this Special Local Needs label.

Expiration Date:

This label for Dual Magnum expires and must not be distributed or used in accordance with this SLN registration after December 31, 2013.

SYNGENTA'S SPECIAL CONDITIONS, RISKS OF USE AND DISCLAIMER FOR USE OF DUAL MAGNUM ON CROPS ON THIS 24C LABEL

IMPORTANT- READ BEFORE USE

THESE CONDITIONS RISKS OF USE AND DISCLAIMER ARE REQUIRED BY SYNGENTA CROP PROTECTION INC AND NOT SPECIFIED BY U.S. EPA OR WASHINGTON STATE DEPARTMENT OF AGRICULTURE

“Specimen labels may be obtained through the Special Labels link at www.farmassist.com. This information is provided for general information only. The information provided on these specimen labels may not reflect the current information, including precautions and instructions for use, that you are required to follow in Washington State.”

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, SYNGENTA CROP PROTECTION, INC. INTENDS THAT THE PRODUCT THAT IS THE SUBJECT OF THIS SECTION 24C LABEL BE PURCHASED ONLY BY END USERS WHO AGREE BY ELECTRONIC SIGNATURE ON SYNGENTA CROP PROTECTION'S INTERNET SITE TO THE TERMS AND CONDITIONS REQUIRED BY SYNGENTA CROP PROTECTION, INC. INCLUDING A WAIVER AND RELEASE FROM ALL LIABILITY AND INDEMNIFICATION BY THE USER AND/OR GROWER OF SYNGENTA AND OTHERS FOR FAILURE TO PERFORM AND FOR CROP INJURY, CROP YIELD REDUCTION, AND/OR CROP LOSS FROM USE OF DUAL MAGNUM ON CROPS ON THIS 24(C) LABEL.

IF SUCH TERMS AND CONDITIONS ARE UNACCEPTABLE, RETURN THE DUAL MAGNUM AT ONCE UNOPENED OR USE THE DUAL MAGNUM FOR A DIFFERENT APPROVED USE IN ACCORDANCE WITH THE LABEL AFFIXED TO THE PRODUCT CONTAINER.

USE OF DUAL MAGNUM (THE “PRODUCT”) ON CROPS LISTED (THE “CROP”) FOR THIS SPECIAL LOCAL NEED MAY RESULT IN CROP INJURY, CROP YIELD REDUCTION AND/OR CROP LOSS AS FURTHER DISCUSSED BELOW. READ AND UNDERSTAND THESE CONDITIONS AND RISKS OF USE FOR SPECIAL LOCAL NEED BEFORE USING THE PRODUCT ON THE CROP. SYNGENTA RECOMMENDS THAT THE USER TEST THIS PRODUCT TO DETERMINE ITS SUITABILITY FOR SUCH INTENDED USE.

Syngenta Crop Protection, Inc. makes the Product available for use in the manner described in this Supplemental Labeling on the basis that, in the sole opinion of the user, the benefits and utility derived from the use of the Product on the Crop outweigh the

potential risk of Crop injury, Crop yield reduction or Crop loss. The decision to use this Product in the manner described in this Supplemental Labeling must be made by each individual user on the basis of anticipated benefits versus (i) the potential risk of Crop injury, Crop yield reduction and Crop loss, (ii) the severity of the target pest infestation, (iii) the cost and availability of alternative pest controls and (iv) any other relevant factors. Syngenta recommends that the user test this Product to determine its suitability for such intended use.

By purchasing the Product for use, or using the Product in the manner described in this Supplemental Labeling, you acknowledge and accept that, to the extent consistent with applicable law:

- 1) you assume all risk of Crop injury, Crop yield reduction and Crop loss;**
- 2) Syngenta Crop Protection, Inc. do not make, and do not authorize any agent or representative to make, any representations or recommendations regarding the use of this Product on the Crop other than the statements on this Supplemental labeling;**
- 3) Syngenta Crop Protection, Inc. do not make, and do not authorize any agent or representative to make, any warranties, express or implied, with respect to the use of the Product on the Crop and disclaim all warranties, expressed or implied, including any implied warranty of merchantability;**
- 4) Syngenta Crop Protection, Inc. disclaim all liability for any damages, losses, expenses, claims or causes of actions arising out of or relating to Crop injury, Crop yield reduction and/or Crop loss;**
- 5) these conditions and Risks of Use for Special Local Need supersede any contrary representations or recommendations by Syngenta Crop Protection, Inc. or their respective agents or representatives, and any provisions in or on any Product literature or labeling including any provisions on the label affixed to the Product container.**

If these Conditions and Risks of Use for Special Local Need are not acceptable, the unopened Product may be returned to the seller for a refund or used for a different labeled use in accordance with the label affixed to the Product container.

Dual MAGNUM ® trademark of a Syngenta Group Company

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