

For distribution and use only in
the state of North Dakota

**FIFRA Sec. 24(c)
Special Local Need Label**

Habitat[®]
herbicide

Only for application to control saltcedar (*Tamarix* spp.)
in areas that may be grazed or cut for hay

This label valid until January 1, 2019, or until otherwise
amended, withdrawn, canceled or suspended.

EPA Reg. No. 241-426

EPA SLN No. ND-050002

Directions For Use

Users must follow all restrictions, precautions, and directions on both the 24(c) supplemental labeling and the container label for Habitat[®] herbicide, EPA Reg. No. 241-426, and they must have a copy of this supplemental labeling in their possession during use.

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

Habitat may only be applied to areas that may be grazed or cut for hay to control saltcedar (*Tamarix* spp.) for the purpose of water conservation and riparian and wildlife habitat restoration.

For saltcedar control, apply **Habitat** at a rate of 2 quarts per acre per year as a broadcast treatment or as a 1% volume/volume (v/v) solution for directed foliar spot treatment. Refer to the **Habitat** leaflet label for specific mixing, adjuvant and application directions.

Limitations

Remove livestock from treated areas before treatment and for 30 days after treatment; or if livestock are not removed, **DO NOT** sell livestock for slaughter for 30 days following treatment.

DO NOT cut treated area for hay for at least 30 days after treatment.

DO NOT use on food or feed crops.

DO NOT allow the spray solution to drift onto food or feed crops.

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

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.

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We create chemistry