

FIFRA Sec. 24(c)



SPECIAL LOCAL NEED LABEL

SePRO Corporation 11550 N. Meridian St., Suite 600, Carmel, IN 46032 USA

FOR DISTRIBUTION AND USE ONLY IN THE STATE OF TEXAS

For Aerial Use by Fixed Wing Aircraft in Aquatic Areas of Anahuac, Aransas, and McFaddin National Wildlife Refuge

Habitat[®] Herbicide

Imazapyr	Group	2	Herbicide
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EPA Reg. No. 241-426-67690

EPA SLN No. TX-080015-A

This special local need label expires on December 31, 2025, and must not be used or distributed after this date.

- Refer to the Habitat[®] herbicide main label, EPA Reg. No. 241-426-67690, for complete Directions for Use and all applicable restrictions and precautions.
- This label and the entire Habitat container label must be in the possession of the user at the time of pesticide application.

DIRECTIONS FOR USE

Refer to the **Habitat** container label for First Aid, Precautionary Statements, Directions for Use and Warranty information. It is a violation of federal law to use this product in a manner that is inconsistent with all applicable label directions, restrictions and precautions found in the container label and this supplemental label. Both the container and this supplemental label must be in the possession of the user at the time of application.

DO NOT apply more than 6 pints of product (1.5 lbs. acid equivalent) per acre per year. Application of **Habitat** can only be made by federal or state agencies, such as Water Management District personnel, municipal officials and the U.S. Army Corps of Engineers, or those applicators who are licensed or certified as aquatic pest control applicators and are authorized by the state or local government. Treatment to other than non-native invasive species is limited to only those plants that have been determined to be a nuisance by the federal or state government entity.

For aerial applications of **Habitat** in aquatic areas using fixed wing aircraft, follow directions on the **Habitat** label for aerial applications using a helicopter, substituting fixed wing aircraft.

Refer to the container label for specific use rates based on desired weed control.

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TERMS AND CONDITIONS OF USE

If terms of the following *Warranty Disclaimer*, *Inherent Risks of Use* and *Limitation of Remedies* are not acceptable, return unopened package at once to the seller for a full refund of purchase price paid. Otherwise, to the extent consistent with applicable law, use by the buyer or any other user constitutes acceptance of the terms under *Warranty Disclaimer*, *Inherent Risks of Use*, and *Limitation of Remedies*.

WARRANTY DISCLAIMER

SePRO Corporation warrants that the product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, SEPRO CORPORATION MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

INHERENT RISKS OF USE

It is impossible to eliminate all risks associated with use of this product. Plant injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of SePRO Corporation or the seller. To the extent consistent with applicable law, all such risks shall be assumed by buyer.

LIMITATION OF REMEDIES

To the extent consistent with applicable law, the exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories) shall be limited to, at SePRO Corporation's election, one of the following:

- (1) Refund of purchase price paid by buyer or user for product bought, or
- (2) Replacement of amount of product used.

To the extent consistent with applicable law, SePRO Corporation shall not be liable for losses or damages resulting from handling or use of this product unless SePRO Corporation is promptly notified of such losses or damages in writing. In no case shall SePRO Corporation be liable for consequential or incidental damages or losses.

The terms of the *Warranty Disclaimer*, *Inherent Risks of Use* and this *Limitation of Remedies* cannot be varied by any written or verbal statements or agreements. No employee or sales agent of SePRO Corporation or the seller is authorized to vary or exceed the terms of the *Warranty Disclaimer* or this *Limitation of Remedies* in any manner.

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