



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY  
AND POLLUTION PREVENTION

September 8, 2015

E. David Lewis  
Agent for Nissan Chemical Industries, Ltd.  
c/o Lewis & Harrison, LLC  
122 C Street, NW, Suite 505  
Washington, DC 20001

Subject: Amendment to Add a Supplemental Label – For Non-Food/Non-Feed Use on  
Provisia Rice Grown for Seed Production Only  
Product Name: Targa Herbicide  
EPA Registration Number: 33906-9  
Application Date: April 27, 2015  
Decision Number: 504902

Dear Mr. Lewis:

The amended label referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, is acceptable. This approval is only for a supplemental label that is an addendum to the master label. This approval does not affect any conditions that were previously imposed on this registration. You continue to be subject to existing conditions on your registration and any deadlines connected with them.

This supplemental labeling contains some new and/or revised uses and/or directions which may be additional to the uses and/or directions found on the label on or attached to the container, but this supplemental labeling does not by itself constitute the complete set of use directions. The complete set of use directions is set forth on the container label as combined with this supplemental labeling.

A stamped copy of the labeling is enclosed for your records. This supplemental label expires on August 1, 2018 and must not be used or distributed after this date.

This supplemental label is for seed production only. Treated commodities are not allowed for sale or consumption. The use of this supplemental label by employees, licensees, contractors, subcontractors, and applicators constitutes acceptance of these conditions. If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6.

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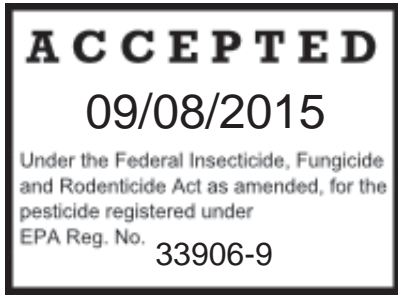
If you have any questions, please contact Mindy Ondish by phone at 703-605-0723, or via email at [ondish.mindy@epa.gov](mailto:ondish.mindy@epa.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Reuben Baris". The signature is stylized and cursive.

Reuben Baris, Product Manager 25  
Herbicide Branch  
Registration Division (7505P)  
Office of Pesticide Programs

Enclosure



# Targa® Herbicide

Supplemental  
Label

**FOR USE ON PROVISA™ RICE GROWN FOR SEED PRODUCTION ONLY.**

**FOR USE ONLY BY BASF EMPLOYEES, LICENSEES, CONTRACTORS, SUBCONTRACTORS AND APPLICATORS WORKING UNDER BASF'S SUPERVISION ON QUIZALOFOP-TOLERANT RICE (PROVISA™ Rice) GROWN FOR SEED PRODUCTION. TREATED COMMODITIES ARE NOT ALLOWED FOR SALE OR CONSUMPTION.**

**THIS SUPPLEMENTAL LABEL EXPIRES ON AUGUST 1, 2018 AND MUST NOT BE USED OR DISTRIBUTED AFTER THIS DATE**

**ACTIVE INGREDIENT:**

Quizalofop-P-Ethyl: Ethyl (R)-2-[4-(6-chloroquinoxalin-2-yloxy) phenoxy]propionate\* ..... 10.3%

**OTHER INGREDIENTS:** ..... 89.7%

**TOTAL:** ..... 100.0%

Contains Petroleum based distillates

\* Equivalent to 0.88 lb ai per gal

**EPA Reg. No. 33906-9**

## DANGER - PELIGRO

**Follow all applicable directions, restrictions, Worker Protection Standard requirements and precautions on the EPA-registered product label for Targa® herbicide, EPA Reg. No. 33906-9.**

**This label must be in the possession of the user at the time of application.**

**Provisia™ Rice contains patented technology licensed exclusively to BASF Corp. Planting of Provisia™ Rice may only be done under agreement and following all instructions of BASF Corp.**

**Directions For Use**

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

**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 at the time of

application. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation.

THIS PRODUCT IS USED FOR WEED CONTROL AND FOR CONTROL OF VOLUNTEER RICE TYPES (CONVENTIONAL, CLEARFIELD®, OR HYBRID VOLUNTEER RICE TYPES) IN THE SEED PRODUCTION OF PROVISA™ RICE. SEVERE INJURY OR DESTRUCTION WILL RESULT IF THIS PRODUCT IS USED ON ANY OTHER RICE TYPE.

**USE INSTRUCTIONS**

Apply up to 18 fluid ounces of this product in a minimum of 5 gallons of spray solution per acre as an aerial broadcast spray; or up to 40 gallons of spray solution per acre via ground application. A spray adjuvant such as crop oil concentrate is required at a concentration of 1%

v/v. A second application of up to 18 fluid ounces per acre occurring at greater than 10 days, but not over 21 days following initial application is necessary to control weeds or volunteer rice types (conventional, Clearfield®, or hybrid volunteer rice). DO NOT apply more than 31 fluid ounces of this product per acre per crop season (per year).

**Avoid off-target movement.** Use extreme care when applying **Targa®** to avoid injury to desirable plants. Refer to **Targa®** main label for information regarding aerial and ground application restrictions.

When applying by air use spray nozzles that will deliver coarse or larger spray droplets as defined in the American Society of Agricultural and Biological Engineers (ASABE) standard ANSI/ASAE S572.1 (March 2009). See Spray Drift Management section on the product label for Targa® Herbicide for additional information.

When applying by ground, use spray nozzles that will deliver medium or larger spray droplets as defined in the American Society of Agricultural and Biological Engineers (ASABE) standard ANSI/ASAE S572.1 (March 2009). See Spray Drift Management section on the product label for Targa® Herbicide for additional information.

**Application Timing.** This product may be applied to Provisia™ Rice from 1-leaf stage up (1<sup>st</sup> application) to Panicle Initiation (PI, 2<sup>nd</sup> application). DO NOT apply TARGA® to Provisia™ Rice past panicle initiation.

#### USE RESTRICTIONS

**Maximum Seasonal Use Rate.** DO NOT exceed a maximum rate of 31 fluid ounces of **Targa®** per acre.

**No portion of the treated plants or harvested seed may be sold or used for human or animal consumption and cannot be used or processed for food or feed. Provisia™ Rice plants must be destroyed post-harvest. All seed must remain under the control of BASF in a secure facility.**

***Targa is a registered trademark of Nissan Chemical Industries, Ltd.***

***Provisia and Clearfield are trademarks of BASF***

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#### Conditions of Sale and Warranty

NOTICE: Read This 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.

It is impossible to eliminate all risks associated with the use of this product. Such risks arise from weather conditions, soil factors, off target movement, unconventional farming techniques, presence of other materials, the manner of use or application, or other unknown factors, all of which are beyond the control of Nissan. These risks can cause: ineffectiveness of the product; crop injury, or; injury to non-target crops or plants.

Nissan does not agree to be an insurer of these risks, beyond what is expressly warranted by this label. WHEN YOU BUY OR USE THIS PRODUCT, YOU AGREE TO ACCEPT THESE RISKS.

Nissan warrants that this product conforms to the chemical description on the label thereof and is reasonably fit for the purpose stated in the Directions for Use, subject to the inherent risks described above, when used in accordance with the Directions for Use under normal conditions.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, NISSAN MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS OR OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

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Nissan or Nissan Chemical America Corporation (NCAC) must have prompt notice of any claim so that an immediate inspection of buyer's or user's growing crops can be made. Buyer and all users shall promptly notify Nissan or NCAC of any claims, whether based on contract, negligence, strict liability, other tort or otherwise or be barred from any remedy.

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