

42750-58

6-18-2003

1/3

# Albaugh, Inc. Glyphosate 62%

FOR MANUFACTURING PURPOSES ONLY

**ACTIVE INGREDIENT:**

Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt ..... 62.0%

**OTHER INGREDIENTS:**..... 38.0%

**TOTAL** 100.0%

EPA Reg. No. 42750-58

EPA Est. No.

**KEEP OUT OF REACH OF CHILDREN**

## CAUTION

### PRECAUTIONARY STATEMENTS

#### ENVIRONMENTAL HAZARDS

Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance, contact your State Water Board or Regional Office of the EPA.

#### PHYSICAL OR CHEMICAL HAZARDS

Solutions of this product should be mixed, stored and applied only in stainless steel, aluminum, fiberglass, plastic and plastic-lined containers.

**DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR TANKS.** This product or solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

In case of: **SPILL** or **LEAK**, soak up and remove to a landfill.

**FOR CHEMICAL SPILL, LEAK FIRE, OR EXPOSURE  
CALL CHEMTREC (800) 424-9300**

Manufactured by:  
Albaugh, Inc.  
121 NE 18<sup>th</sup> Street  
Ankeny, IA 50021

**ACCEPTED**  
  
JUN 18 2003  
  
Under the Federal Insecticide,  
Fungicide, and Rodenticide Act,  
as amended, for the pesticide  
registered under  
EPA Reg. No. 42750-58

NET CONTENTS  
\_\_\_\_\_ GALS.

## STORAGE AND DISPOSAL

Do not contaminate water, foodstuffs, feed or seed by storage or disposal.

**PESTICIDE STORAGE:** STORE ABOVE 32°F (0°C) TO KEEP FROM CRYSTALLIZING. Crystals will settle to the bottom. If allowed to crystallize, warm to 68°F (20°C) and mix well or recirculate to redissolve before using.

**PESTICIDE DISPOSAL:** Wastes resulting from the use of this product that cannot be used or chemically reprocessed should be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state or local procedures.

**CONTAINER DISPOSAL:** Empty containers retain vapor and product residue. Observe all labeled safeguards until container is cleaned, reconditioned, or destroyed.

Triple rinse emptied bulk container. Then offer for recycling or reconditioning, or dispose of in a manner approved by local authorities.

## DIRECTIONS FOR USE

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

This product may be reformulated or repackaged only into a herbicide for use on:

**Fallow ground, pastures, sods, rangelands and noncrop areas including:** aquatic and wetland sites, rights of way, industrial, recreational and public areas, eucalyptus and hybrid poplar production, farmsteads, forestry site preparation and release programs, site preparation or directed sprays to the floor of ornamental nurseries and Christmas tree farms, rights of way (ROW), Conservation Reserve Program (CRP), turfgrasses and grasses for seed production.

**Tree and Vine Crops:** general weed control, middles (between rows of trees), strips (in row of trees), selective equipment (except kiwi), perennial grass suppression.

**Row Crops (such as):** corn, cotton, peanuts, sorghum, soybeans, sugarcane, barley, buckwheat, millet, oats, rice, rye, teosinte, triticale, wheat, and wild rice.

**Citrus Fruits (such as):** calamondin, chironja, citron, grapefruit, kumquat, lemon, lime, mandarin orange, orange, pummelo, tangelo, tangerine and tangors.

**Tree Nuts (such as):** almond, beechnut, Brazil nut, butternut, cashew, chestnut, chinquapin, filbert (hazelnut), hickory nut, macadamia nut, pecan, pistachio, walnut.

**Vine Crops:** grapes and kiwi fruit.

**Herbs:** peppermint and spearmint.

**Pome Fruits (such as):** apple, crabapple, loquat, mayhaw, pear and quince.

**Stone Fruits (such as):** apricots, cherry, nectarine, peach, plum and prune.

**Small Fruits and Berries (such as):** blackberry, blueberry, boysenberry, cranberry, currant, dewberry, elderberry, gooseberry, huckleberry, loganberry, olallieberry, raspberry and youngberry.

**Fruiting Vegetables (such as):** eggplant, groundcherry, pepino, pepper (all), tomatillo and tomato.

**Cucurbit Vegetables (such as):** cantaloupe, casaba melon, chayote, Chinese waxgourd, citron melon, cucumber, crenshaw melon, gherkin, edible gourds, honeydew melon, honey ball melon, mango melon, melons (all), muskmelon, Persian melon, pumpkin, squash, watermelon.

**Root and Tuber Vegetables (such as):** artichoke (Jerusalem), beet greens, beets (garden, sugar), carrots, celeriac, chicory, ginseng, horseradish, oriental radish, parsnips, potatoes, radish, rutabagas, salsify, shallot, sweet potato, turnips and yams.

**Bulb Vegetables (such as):** garlic, leek, and onions.

**Leafy Vegetables (such as):** amaranth, arrugula, cardoon, celtuce, chervil, chrysanthemum, corn salad, cress, dandelion, dock (sorrel), endive, fennel (Florence), lettuce (head and leaf), parsley, purslane, rape greens, rhubarb and spinach (all).

**Brassica Leafy Vegetables (such as):** broccoli (all), Brussels sprouts, cabbage (all), cabbage (Chinese), cauliflower, cavolo broccolo, celery, celery (Chinese), chard (Swiss), collards, endive, kale, kohlrabi, mizuna, mustard greens, mustard spinach.

**Legume Vegetables (such as):** beans (all), lentils, chickpeas, peas (all), groundcherry, guar, pepino.

**Other Crops (such as):** asparagus, canola, litchi nut, mint (peppermint, spearmint), olives, okra, sunflower and watercress.

**Forage Crops:** alfalfa, clover, forage grasses, forage legumes.

**Tropical Crops:** acerola, atemoya, avocado, banana (plantains), breadfruit, canistel, carambola, cherimoya, cocoa beans, coconut, coffee, dates, durian, figs, genip, guava, jaboticaba, jackfruit, longan, lychee, mango, mangosteen, papaya, passion fruit, persimmons, pineapple, pomegranate, rambutan, sapodilla, sapote (black, mamey, white), soursop, sugar apple, tamarind and tea.

### 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 should be followed carefully. However, it is impossible to eliminate all risks inherently associated with use of this product. All such risks shall be assumed by the Buyer.

ALBAUGH, INC. 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. **ALBAUGH, INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO, AND THE BUYER SHALL BE SOLELY RESPONSIBLE FOR, ANY AND ALL LOSS OR DAMAGE WHICH RESULTS FROM THE USE OF THIS PRODUCT IN ANY MANNER WHICH IS INCONSISTENT WITH THE LABEL DIRECTIONS.**

**BUYER'S EXCLUSIVE REMEDY AND MANUFACTURER'S OR SELLER'S EXCLUSIVE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, OR INJURIES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER OR NOT BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, SHALL BE LIMITED, AT THE MANUFACTURER'S OPTION, TO REPLACEMENT OF OR THE REPAYMENT OF THE PURCHASE PRICE FOR THE QUANTITY OF PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED.** When Buyer suffers losses or damages resulting from the use or handling of this product (including claims based on contract, negligence, strict liability, or other legal theories), Buyer must promptly notify Seller in writing of any claims to be eligible to receive either remedy stated above. **IN NO CASE SHALL ALBAUGH, INC. OR THE SELLER BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.** ALBAUGH, INC. and the Seller offer this product, and the Buyer accepts 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 ALBAUGH, INC. No employee or agent of ALBAUGH, INC. or the Seller is authorized to vary or exceed the terms of this Warranty in any other manner.

### DISCLAIMER AND INDEMNITY FOR FORMULATORS' USES

The manufacturer expressly disclaims all liability for claims and actions (whether based on contract, tort, strict liability, or breach of warranty) arising out of, resulting from or connected with a formulation containing this product when used for any purpose other than those uses set forth in the Directions for Use. The manufacturer has not developed scientific data to support, nor has it explicitly or implicitly approved, any uses other than those in the Directions for Use.

Any formulator or buyer who uses this product in formulations for any other than those stated in the Directions for Use above assumes all liability for claims and actions arising out of, connected with or resulting from such use and agrees by so using this product to indemnify and hold harmless the manufacturer from such claims and actions.

This Disclaimer and Indemnity is in addition to, not in lieu of, the above Conditions of Sale and Warranty.