

FEB 01 1991

Mr. Larry E. Hammond
 Lew Bianco
 P.O. Box 661426
 Quad IV
 9902 Purdue Road
 Indianapolis, Indiana 46266-1149

Dear Mr. Hammond:

Subject: Label Revisions in Accordance
 w/2,4-D Registration Standard
 CPOSSPOW Weed and Brush Killer
 MIFLON P Herbicide Low Volatile
 Weed Killer
 EPA Registration No. 62719-67
 Your submission dated July 5, 1986

We have received your submission dated July 5, 1986 in which you submitted revised labels in accordance to the 2,4-D Registration Standard dated February 7, 1985. The labeling reference to above, submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, is acceptable provided that you incorporate the following revision(s) into the label to clearly indicate the subject product:

- (1) Rewrite the statement, "When handling concentrates wear suitable eye protection and chemical resistant gloves" to read "When handling this product wear suitable eye protection and chemical resistant gloves."

BEST AVAILABLE COPY

CONCURRENCES							
SYMBOL	447505C						
SURNAME	S. KROTTEN						
DATE	11/31/91						

A stamped copy is enclosed for your records. Please submit three (3) copies of final printed labeling incorporating the above comment(s).

Sincerely yours,

Joanne I. Miller
Acting Product Manager (23)
Fungicide-Herbicide Branch
Registration Division (875-50)

Enclosure

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CONCURRENCES						
SYMBOL	M75-50					
SURNAME	S. KIRKMAN					
DATE	11/31/61					

EPA Form 1320-1 (12-70)

OFFICIAL FILE COPY

Specimen Label

ACCEPTED
with COMMENTS
EPA Letter 10-1-87

FEB 01 1991

U.S. Environmental Protection Agency
Office of Pesticide Programs
Washington, D.C. 20460
EPA Registration No. 62719-67

Crossbow

weed and brush killer

*
Crossbow

LOW VOLATILE BRUSH AND WEED HERBICIDE

For the Control of Most Kinds of Unwanted Trees and Brush, as Well as Annual and Perennial Broadleaf Weeds on Rangeland, Permanent Grass Pastures, Conservation Reserve Program (CRP) Acres, Fence Rows, Non-Irrigation Ditchbanks, Roadsides, Other Non-crop Areas and Industrial Sites

Active Ingredients:

- 4-Dichloro-2-methoxyacetic Acid, Butoxyethyl Ester 34.4%
- Triclopyr (3,5-b-trichloro-2-pyridinyloxyacetic acid), Butoxyethyl Ester 16.5%

Inert Ingredients:

19.1%

Contains Petroleum Distillates

4-D Acid Equivalent 23.7% - 2 pounds per gallon

Triclopyr Acid Equivalent 11.9% - 1 pound per gallon

EPA Registration No. 62719-67

EPA Est. 464-MI-1

KEEP OUT OF REACH OF CHILDREN

CAUTION PRECAUCION:

PRECAUCION AL USUARIO:

Evite que los niños tengan acceso a este producto. Manténgalo fuera de la vista y el alcance de los niños en cada ambiente.

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

**HARMFUL IF SWALLOWED,
INHALED, OR ABSORBED THROUGH
SKIN • CAUSES EYE IRRITATION**

**• THIS PRODUCT MAY CAUSE
ALLERGIC SKIN REACTION**

- Avoid Contact With Skin, Eyes, Or Clothing
- Avoid Breathing Vapor • Wash Thoroughly With Soap And Water After Handling And Before Eating Or Smoking • Remove And Wash Contaminated Clothing Before Reuse

STATEMENT OF PRACTICAL TREATMENT: In case of contact, flush skin or eyes with plenty of water. Get medical attention for burning pain. If swallowed, do not induce vomiting. Call a doctor immediately. Do not use if pregnant or nursing.

Physical or Chemical Hazards

COMBUSTIBLE • Do Not Use or Store Near Heat or Open Flame. Do Not Cut or Weld Container.

Environmental Hazards

Do not discharge into or near bodies of water. Do not contaminate irrigation ditches or water courses used for domestic purposes.

NOTICE

Read and understand the entire label before using this product according to label directions. Before buying or using this product, read WARRANTY LIMITATIONS AND DISCLAIMER elsewhere on this label. Terms are not acceptable, return **unopened** package at once to seller for full refund of purchase price paid. Otherwise, use by the buyer or any other user constitutes acceptance of the terms under WARRANTY LIMITATIONS AND DISCLAIMER.

IN CASE OF AN EMERGENCY

endangering life or property involving this product, call collect 517-636-4400

AGRICULTURAL CHEMICAL

Do Not Ship or Store with Food, Feeds, Drugs, or Clothing

When Handling Concentrate Wear Suitable Eye Protection and Chemical Resistant Gloves.

Insert A
Regist. Std.
Insert B
New Warranty

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**TABLE 2
BROADLEAF WEED CONTROL**

High-Volume Foliar Treatment (or Spot)			
1% SOLUTION	1% SOLUTION	1 TO 1.5% SOLUTION	1.5% SOLUTION
Foliar Broadcast Applications			
1 QT/A	2 QT/A	2 TO 4 QT/A	4 QT/A
Blueweed (B) Buttercup, annual (A) Horseweed, (mare)tail (A) Lambsquarters, common (A) Mustard, wild (A) Ragweed, common (A) Spurge, thyme-leaf (A)	Bedstraw, annual (A) Bluebur (A) Burdock (B) Clover, white sweet (B) Clover, bur (A) Cocklebur (A) Croton, woolly (A) Dogbane, hemp (P) (TG) Ironweed, tall (P) Lettuce, wild (A,WA) Mustard, tansy (WA) Radish, wild (A) Ragwort, tansy (B) Shepherd's purse (WA)	Amaranth, spiny (A) Buttercup, tall (P) Chickweed, mouseear (P) Clover, white (P) Dandelion (P) Dock, curly (P) Galinsoga, hairy (A) Goatsbeard (A,B) Henbit (B,WA) Ironweed, western (P) Ivy, ground (P) Kochia (A) Lespedez (A) Oxalis (P) Pennycress, field (WA) Pepperweed, field (A,B) Pigweed, redroot (A) Plantain, broadleaf (P) Plantain, narrow-leaf (P) Purslane, annual (A) Sneezeweed, bitter (A) Sowthistle, annual (A) Sunflower (A) Thistle, Russian (A) Vetch (P) Violet, wild (P) Wormwood, biennial (B) Yellow rocket (P,B)	Bindweed, field (P) (TG) Carrot, wild (B) Chicory (P) suppression Cinquefoil (A,B,P) Dogfennel (P) suppression Fleabane, annual (A,B) Goldenrod (P) (TG) Horsenettle (P) suppression Kudzu (P) (TG) Marsheider (A) Milkweed (P) suppression Pepperweed, perennial (P) Pokeweed (P) Sesbania, hemp (A) Sowthistle, perennial (P) (TG) Spurge, leafy (P) (TG) Thistle, bull (B) Thistle, Canada (P) (TG) Thistle, musk (nodding) (B) Yarrow (P)

A: Annual
 B: Biennial
 WA: Winter Annual
 P: Perennial
 TG: Top growth control only. Repeat treatment may be necessary.

NOTE: Best time for treatment of biennial and winter annuals is when plants are in the rosette stage.

USE PRECAUTIONS

Apply this product only as specified on this label. Do not apply **CROSSBOW Weed and Brush Killer** directly to, or otherwise permit it to come into direct contact with cotton, grapes, tobacco, vegetable crops, citrus flowers, fruit or ornamental trees, or other desirable broadleaf plants, and do not permit spray mists containing it to drift onto them.

Avoid Injurious Spray Drift. Applications should be made only when hazards from spray drift are at a minimum. Very small quantities of spray, which may not be visible, may seriously injure susceptible plants. Do not spray when wind is blowing toward susceptible crops or ornamental plants near enough to be injured. Spray drift can be reduced by adding a spray thickening agent such as Naico-Trol or its equivalent to the spray mixture. If a spray thickening agent is used, follow all use recommendations and precautions on the product label.

With ground broadcast equipment, drift can be reduced by keeping the spray boom as low as possible, by applying no less than 20 gallons of spray per acre, by keeping the operating spray pressures at the lower end of the manufacturer's recommended pressures for the specific nozzle type used (low pressure nozzles are available from spray equipment manufacturers), and by spraying when the wind velocity is low (follow state regulations). Avoid calm conditions which may be conducive to air inversions. For hand and applications, select the minimum spray pressure that will provide adequate plant coverage without forming a mist. The use of a mistblower is not recommended.

With aerial applications, use a drift control system such as Microfol or Thru-Valve booms, or use Naico-Trol or Arborchem 38-F drift control additive or equivalent. Keep spray pressures low enough to provide coarse spray droplets. Spray boom should be no longer than 1/3 of the rotor length. Do not use a thickening agent with the Microfol or the Thru-Valve booms, or other systems that cannot accommodate thick sprays. Spray only when the wind velocity is low (follow state regulations). Avoid calm conditions which may be conducive to air inversions. Under conditions which are conducive to evaporation (high temperatures and humidity), vapors from this product may injure susceptible crops growing nearby. Excessive amounts of this herbicide in the soil may temporarily inhibit seed germination and plant growth.

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

STORAGE: Store above 10 F or 10°C at all times before use.

DISPOSAL:

Pesticide Disposal: Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

← Insert C
 Regist. Std.

Do not
 contaminate
 groundwater.

BEST AVAILABLE COPY

Container Disposal: For metal containers, follow the instructions on the label for puncture and disposal of the container and its contents. For plastic containers, follow the instructions on the label for puncture and disposal of the container and its contents. If the container is to be burned, follow the instructions on the label for burning. Stay out of smoke.

Container Disposal (Metal): Do not reuse container. Triple rinse (or equivalent). Puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Container Disposal (Plastic): Do not reuse container. Triple rinse (or equivalent). Puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

General: Users of this product should follow disposal instructions approved by state and local authorities.

Be sure that use of this product conforms to all applicable regulations.

WARRANTY LIMITATIONS AND DISCLAIMER

~~DowElanco warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the label when used in strict accordance with the directions therein under normal conditions of use. THIS IS THE ONLY WARRANTY MADE IN THIS PRODUCT. NO OTHER EXPRESS AND NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OUTSIDE OF THIS LABEL. Therefore, neither this warranty nor any other warranty of merchantability or fitness for a particular purpose, express or implied, extends to the use of this product contrary to label instructions or beyond conditions noted on the label, such as unfavorable temperatures, soil conditions, etc., under abnormal conditions, such as excessive rainfall, drought, hurricanes, etc., or under conditions not reasonably foreseeable to or beyond the control of Seller.~~

~~When buyer or user suffers bodily injury or damages resulting from the use of this product, including claims based on contract, tort, negligence, strict liability, or other legal theories, buyer or user's sole and exclusive remedy shall be limited to the following:~~

~~1) Refund of purchase price paid by buyer or user for product bought, or~~

~~2) Replacement of amount of product used.~~

~~DowElanco shall not be liable for losses or damages resulting from handling or use of this product unless DowElanco is promptly notified of such loss or damage in writing. In no case shall DowElanco be liable for consequential or incidental damages or losses. The terms of the warranty disclaimer above and this limitation of remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of DowElanco or the seller is authorized to vary or exceed the terms of the warranty disclaimer or this limitation of remedies in any manner.~~

Insert D

DowElanco warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the label when used in strict accordance with the directions, subject to the inherent risks set forth below. DOWELANCO MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

It is impossible to eliminate all risks associated with use of this product. Crop 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 DowElanco or the seller. All such risks shall be assumed by Buyer.

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 DowElanco'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.

DowElanco shall not be liable for losses or damages resulting from handling or use of this product unless DowElanco is promptly notified of such loss or damage in writing. In no case shall DowElanco be liable for consequential or incidental damages or losses. The terms of the warranty disclaimer above and this limitation of remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of DowElanco or the seller is authorized to vary or exceed the terms of the warranty disclaimer or this limitation of remedies in any manner.

DowElanco
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Insert A Registration Standard Requirement

"This product is toxic to fish. Drift or runoff may adversely affect fish and nontarget plants. Do not apply directly to water or wetlands (swamps, bogs, marshes, and potholes). Do not contaminate water when disposing of equipment washwaters."

Insert B

NOTICE

Read the entire label.

Before buying or using this product, read Warranty Disclaimer and Limitation of Remedies sections elsewhere on this label.

Insert C Registration Standard Requirement

"Most cases of groundwater contamination involving phenoxy herbicides such as 2,4-D have been associated with mixing/loading and disposal sites. Caution should be exercised when handling 2,4-D pesticides at such sites to prevent contamination of groundwater supplies. Use of closed systems for mixing or transferring this pesticide will reduce the probability of spills. Placement of the mixing/loading equipment on an impervious pad to contain spills will help prevent groundwater contamination."

Insert D

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INHERENT RISKS OF USE

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LIMITATION OF REMEDIES

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

DowElanco shall not be liable for losses or damages resulting from handling or use of this product unless DowElanco is promptly notified of such loss or damage in writing. In no case shall DowElanco be liable for consequential or incidental damages or losses. The terms of the Warranty Disclaimer above and this Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of DowElanco or the seller is authorized to vary or exceed the terms of the Warranty Disclaimer or this Limitation of Remedies in any manner.