

70506-36

03/08/2004

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 8 2004

OFFICE OF
PREVENTION, PESTICIDES AND
TOXIC SUBSTANCES

Dr. Ann M. Tillman
United Phosphorus, Inc.
423 Riverview Plaza
Trenton, NJ 08611

Dear Dr. Tillman:

Subject: Devrinol 50-DF Selective Herbicide Supplemental Labeling
EPA Registration Number 70506-36
Application dated February 23, 2004

The supplemental labeling referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act as amended is acceptable, provided you make the following change before you release the product for shipment.

1. Add "Use of Devrinol 50-DF according to this labeling is subject to the use precautions and limitations imposed by the label affixed to the container for Devrinol 50-DF."

At your next label printing, or within eighteen months of the date of this letter, whichever comes first, you must incorporate this supplemental labeling into the main product labeling. A stamped copy of the label is enclosed for your records. Please submit one copy of your final printed label before you release the product for shipment.

If you have any questions, please contact Hope Johnson at 703-305-5410.

Sincerely,

A handwritten signature in black ink, appearing to read "James A. Tompkins".

James A. Tompkins
Product Manager 25
Herbicide Branch
Registration Division (7505C)



United Phosphorus, Inc.

ACCEPTED
with COMMENTS
in EPA Letter Dated

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MAR 8 2004

Under the Federal Insecticide,
Fungicide, and Rodenticide Act
as amended, for the pesticide
registered under EPA Reg. No.

70506-36

DEVRIKOL 50-DF SELECTIVE herbicide SUPPLEMENTAL LABELING

SUPPLEMENTAL LABELING FOR USE OF DEVRIKOL 50-DF SELECTIVE HERBICIDE FOR USE ON TOMATOES AND PEPPERS GROWN UNDER PLASTIC MULCH

EPA Reg. No. 70506-36

EPA Est. No. 11773-IA-01

DIRECTIONS FOR USE

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

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

NOTICE: Read the entire Directions for Use and Conditions of Sale and 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.

Environmental Hazards

Do not apply directly to water or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

CROP USE DIRECTIONS: TOMATOES AND PEPPERS PREPLANT INCORPORATED APPLICATION

NOTE: All rates are given on a broadcast basis. Reduce rates proportionately for band or strip treatment.

CROP	USE DIRECTIONS	USE RECOMMENDATIONS
Peppers (All Regions) Tomatoes (All Regions) grown on plastic mulch on plant beds	2-4 Pounds DEVRIKOL 50-DF (preplant incorporate) per broadcast acre. Do not apply more than one application per year. Do not exceed 4.0 lb. of Devrinol 50-DF per broadcast acre per crop cycle.	Apply to a weed free soil before the laying of plastic mulch. Soil should be well worked yet moist enough to permit a thorough incorporation to a depth of 2 inches. Incorporate the same day as applied before laying of plastic mulch using equipment which will result in uniform incorporation of the herbicide to desired depth. If weed pressure is from small seeded annuals, apply to the surface of the bed immediately in front of the laying of the plastic mulch. If soil is dry, water or sprinkler irrigate with sufficient water to wet to a depth of 2 to 4 inches before covering with plastic mulch. Apply the plastic mulch over the treated soil the same day.
Peppers and Tomatoes grown on plastic mulch on plant beds	4 Pounds DEVRIKOL 50-DF (application between rows of plastic mulch (middles or aisles)) per broadcast acre. Do not apply more than one application per year. Do not exceed 4.0 lb. of Devrinol 50-DF per broadcast acre per crop cycle.	Apply to a weed free soil surface between the rows of plastic. Mechanically incorporate or irrigate Devrinol into the soil to a depth of 1 to 2 inches within 24 hours of application.

ROTATIONAL CROP RESTRICTIONS FOLLOWING 2 TO 4-POUND DEVRINOL 50-DF APPLICATIONS

No tolerance is established for residues of DEVRINOL 50-DF in small grains. Rotational cover crops must be destroyed by plowing under or otherwise prevented from reaching food or feed production.

If rotating out of tobacco the following spring, to avoid injury to crops not specified on this label do not plant until 12 months after the last DEVRINOL 50-DF application.

When applied at rates no greater than 4 pounds. DEVRINOL 50-DF per acre, rotational crops which are not registered on this label may be planted no sooner than 12 months after application when harvest and use of the mature crop(s) only is for food or feed purposes. Crops are not to be grazed or harvested for food or feed purposes earlier than maturity.

CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

The Directions for Use of this product should be followed carefully. 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 manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product, which are beyond the control of United Phosphorus or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold United Phosphorus and Seller harmless for any claims relating to such factors.

United Phosphorus warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with directions under normal use conditions. This warranty does not extend to the use of this product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of Seller or United Phosphorus, and Buyer and User assume the risk of any such use. UNITED PHOSPHORUS MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

In no event shall United Phosphorus or Seller be liable for any incidental, consequential or special damages resulting from the use or handling of this product. **THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF UNITED PHOSPHORUS AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT SHALL BE, AT THE ELECTION OF UNITED PHOSPHORUS OR SELLER, THE REPLACEMENT OF THE PRODUCT, OR COMPENSATION LIMITED TO DAMAGES NOT EXCEEDING THE FAIR MARKET PURCHASE PRICE, AND SHALL NOT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

United Phosphorus and Seller offer this product, and Buyer and User accept it, subject to the foregoing conditions of sale and limitations of warranty and of liability, which may not be modified except by written agreement signed by the duly authorized representative of United Phosphorus.

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