

For distribution and use only in
the state of Texas

Imazapyr

Group

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Herbicide

**FIFRA Sec. 24(c)
Special Local Need Label**

Habitat[®]
herbicide

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

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

EPA Reg. No. 241-426

SLN No. TX-080015

CAUTION/PRECAUCION

Refer to the Habitat[®] herbicide main label, EPA Reg. No. 241-426, 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.

Restrictions and Limitations

Directions For Use

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

Habitat can be applied with fixed wing aircraft in aquatic areas within the Anahuac, Aransas, and McFaddin National Wildlife Refuges. Follow the use directions on the container label for aerial application by helicopter for application instructions and rates.

- 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.

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 must be followed carefully. However, 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 weather conditions, presence of other materials, or use of the product in a manner inconsistent with its labeling, all of which are beyond the control of BASF CORPORATION ("BASF") or the Seller. To the extent consistent with applicable law, all such risks shall be assumed by the Buyer.

BASF 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.

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

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BUYER'S EXCLUSIVE REMEDY AND BASF'S EXCLUSIVE LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO REPAYMENT OF THE PURCHASE PRICE OF THE PRODUCT.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BASF AND THE SELLER DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

BASF and the Seller offer this product, and the Buyer and User accept 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 BASF.

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We create chemistry