RESTRICTED USE PESTICIDE

For retail sale to and use only by Certified Applicators.

For Distribution and Use Only in the State of South Dakota

Dicamba	Group	4	Herbicide

FIFRA Sec. 24(c) Special Local Need Label

Engenia®

Herbicide

Additional Requirements for Use on Dicamba-tolerant Soybeans

This special local need label expires on December 20, 2020, and must not be used or distributed after this date.

EPA Reg. No. 7969-345
CAUTION/PRECAUTION

EPA SLN No. SD-190002

Directions For Use

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

Refer to the Engenia® herbicide container label, EPA Reg. No. 7969-345, for complete Directions For Use and all applicable restrictions and precautions. This label and the Engenia container label must be in the possession of the user at the time of pesticide application.

Restrictions and Limitations

In order to apply **Engenia** to dicamba-tolerant soybeans in South Dakota, the following requirement applies:

Application Cutoff Date:

In dicamba-tolerant soybeans, **DO NOT** apply **Engenia** later than June 30; 45 days after planting; or R1 (beginning bloom), whichever comes first.

BASF Corporation
26 Davis Drive, Research Triangle Park, NC 27709

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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. 1108

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