

## WARRANTY AND DISCLAIMER

### CONDITIONS OF SALE AND EXCLUSIVE WARRANTY

The Directions of 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 of the product, or other unintended consequences may result because of such factors as horticultural practices, use with other products (unless otherwise expressly provided in the Directions for Use of this product), presence of other materials, the manner of use or application, and various environmental conditions, including but not limited to weather conditions and moisture conditions. To the extent consistent with applicable law, all of the aforementioned risks are beyond the control of TALC USA and the Buyer shall assume all such risks.

### EXCLUSIVE WARRANTIES

TALC USA warrants that, at the time of first sale of this product, it conforms to the chemical description on this label and, under normal conditions, 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, if this product does not perform as warranted above, customer's sole remedy for breach of that warranty shall be replacement of the product or refund of the purchase price paid, at the option of TALC USA TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SATISFACTORY QUALITY.

### LIMITATION OF LIABILITY

To the extent consistent with applicable law, TALC USA excludes for itself and its suppliers any liability, whether based in contract or tort (including negligence, for incidental, consequential, indirect, special, or punitive damages of any kind, or for loss of revenue or profits, loss of business, or crop injury arising out of or in connection with the sale, use, injury, performance, or failure of this product, even if TALC USA or its authorized reseller has been advised of the possibility of such damages, and limits its liability to replacement of the product or a refund of the purchase price paid, at the option of TALC USA. This disclaimer of liability for damages will not be affected if any remedy provided by this label fails of its essential purpose.

### ASSUMPTION OF RISK

To the extent consistent with applicable law, Buyer and User of this product assume the risk of any use contrary to the Directions for Use and/or all of the - risks inherent in the use of the product as set forth above. TALC USA offers this product, and the Buyer and User accept it, subject to the foregoing Conditions of Sale and Exclusive Warranty, which may be varied only by agreement in writing signed by a duly authorized representative of TALC USA.

### PROMPT NOTICE OF CLAIM

TALC USA must have prompt notice as soon as Buyer or User has reason to believe they may have a claim (not to exceed twenty-one days from the date of application) so that an inspection of the affected property and growing crops may be made. To the extent consistent with applicable law, unless Buyer and User promptly notify TALC USA of any claims, they shall be barred from obtaining any remedy.

### TANK MIXES

To the extent consistent with applicable law, tank mixing or use of this product with any other product, which is not specifically and expressly authorized by this label, shall be the exclusive risk of User, Applicator, and/or Application Advisor. Read and follow the entire label of each product to be used in a mix with this product.

### LIMITED USE LICENSE AND PATENTS

The contents of this package and/or the use of the contents are covered by U.S. Patent Nos. 5,849,868, 5,859,324, 5,776,889, 5,977,060, and 6,277,814 as well as pending patent applications. The purchase of this package grants the Buyer a license, under these patents and patent applications, to use its contents only for treating plants, plant seeds, and other plant parts as described by this label.

Inceptiv<sup>™</sup> is a trademark of TALC USA, Inc. Always read and follow label instructions before buying or using this product.

# Inceptiv<sup>®</sup>

OPEN

## Pre-Plant Seed Treatment - Dry Powder

### A biochemical pesticide seed treatment that:

Improves stand establishment, suppresses nematode egg production, increases plant stamina and vigor, and enhances yield

### FOR USE ONLY AS SEED TREATMENT IMMEDIATELY PRIOR TO PLANTING

### ACTIVE INGREDIENT:

Harpina $\beta$  Protein ..... 1.0%

**OTHER INGREDIENTS** ..... 99.0%

Total ..... 100.0%

EPA Reg. No. 71771-3-92738

EPA Est. No. 88746-GA-1

## KEEP OUT OF REACH OF CHILDREN

## CAUTION - PRECAUCIÓN

See additional precautionary statements elsewhere on this label.

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle (If you do not understand the label, find someone to explain it to you in detail.)

Read the entire label before using this product. Read WARRANTY AND DISCLAIMER before buying or using. If terms are not acceptable, return at once unopened.

### PRECAUTIONARY STATEMENTS

### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

### CAUTION

Harmful if inhaled. Avoid breathing dust. Remove and wash contaminated clothing before reuse.

### FIRST AID

#### If Inhaled:

- Move person to fresh air.
- If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible.
- Call a poison control center or doctor for further treatment advice.

### HOT LINE NUMBER

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For emergency medical treatment information, call the National Pesticide Information Center at 1-800-858-7378, 6:30 AM to 4:30PM Pacific Time, seven days a week. During other times, call the poison control center at 1-800-222-1222.

### DISTRIBUTED BY

TALC USA, LLC.  
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701 668 2326

Net Contents  
20 oz (567 g)

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**TALC USA**  
A BRANDT COMPANY

## PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and other handlers must wear:

- Long sleeve shirt and long pants.
- Shoes and socks.

Follow the manufacturer's instructions for cleaning/maintaining PPE. If no such instructions exist for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

### USER SAFETY RECOMMENDATIONS

- Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Users should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Users should remove PPE immediately after handling this product. As soon as possible, wash thoroughly and change into clean clothing.

## ENVIRONMENTAL HAZARDS

For terrestrial uses: 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 disposing of equipment wash waters or rinsate.

## DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the State or Tribal agency responsible for pesticide regulation.

### AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval. The requirements in this box apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 4 hours.

Exception: If the product is soil injected or soil incorporated, the Worker Protection Standard, under certain circumstances, allows workers to enter the treated area if there will be no contact with anything that has been treated.

PPE required for early entry to treated areas (that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water) is:

- Coveralls;
- Waterproof gloves; and
- Shoes and socks.

## PRODUCT INFORMATION

Inceptiv stimulates the plant's natural growth and defense systems, enhancing overall plant health. Healthier plants exhibit increased plant stamina and vigor, leading to one or more of the following benefits: improved stand and root establishment, suppressed nematode egg production, increased yield and enhanced quality. Inceptiv works best when used in conjunction with good crop management practices.

### GROWTH ENHANCEMENT AND MARKETABLE YIELD

Use Inceptiv to increase plant health and vigor, to assist in the management of certain diseases, to suppress nematode egg production, to improve stand and root establishment, and to enhance crop quality and marketable production.

## SITES

Use Inceptiv as a pre-plant seed treatment for field production of all crops listed on this label.

## USE PRECAUTIONS

### USE PROMPTLY

Use product promptly to minimize absorption of water. Carefully reseal opened packages to minimize exposure to air and moisture. Use opened packages within 3 weeks.

### MIXING

Use Inceptiv in addition to other dry commercial seed treatments and in conjunction with other dry hopper box treatments. Apply Inceptiv only to dry seed. Do not mix Inceptiv with water. Check with your local Plant Health Care representative for specific compatibility information for Inceptiv and other labeled products.

### USE OF TREATED SEED

Treat only seeds needed for immediate use, minimizing the interval between treatment and planting. Do not store excess treated seed beyond planting time.

## APPLICATION INSTRUCTIONS FOR INCEPTIVE

Inceptiv is designed to be mixed with talc or talc/graphite (mixture) seed lubricant and applied to crop seed. When mixing Inceptiv for use in Corn, Soybean, Cotton or sugar beet add one full container of Inceptiv (20oz) to 20lbs of talc or talc/graphite (mixture) seed lubricant. For nematode suppression in cotton, add two to three full containers of Inceptiv (20 oz) to 20 lbs. of talc or talc/graphite seed lubricant. Mix or shake thoroughly before applying to seed in the planter hopper box.

## CROPS AND APPLICATION RATES FIELD CROPS

Crop	Rate
CORN (Grain Silage, Seed, or Pop)	0.04 oz per acre or 20 oz. per 210 units of seed corn (approx. 525 acre)
SOYBEANS	0.1 oz per acre or 20 oz per 210 units of soybean seed (approx. 210 acres.)
COTTON	0.04 oz per acre/20 oz per 70 units of cotton seed (approx. 490 acres) For nematode suppression: 0.08 oz to 0.12 oz per acre/ 40 to 60 oz per 490 acres
SUGAR BEET	0.08 oz per acre or 20 oz per 160 units of Sugar beet seed (approx. 250 acres) to 0.16 oz per acre or 40 oz per 160 units of Sugar beet seed (approx. 250 acres)

## STORAGE AND DISPOSAL

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

### PESTICIDE STORAGE

Keep product away from exposure to air, sunlight, moisture, or heat. Do not store in temperatures over 110°F for more than 7 days. Use product within 3 weeks of opening and the same day as mixing.

### PESTICIDE DISPOSAL

Wastes resulting from use of this product must be disposed of on site or at an approved waste disposal facility.

### CONTAINER HANDLING

Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.