



Waiver of Liability and Indemnification Agreement for the use of Tough® 5EC Herbicide on mint in various states

BELCHIM CROP PROTECTION NV has followed appropriate procedures with various State Departments of Agriculture and the U.S. Environmental Protection Agency, and has obtained a Section 18 Emergency Exemption for the use of Tough® 5EC Herbicide on mint.

Neither the Mint Industry Research Council (MIRC) nor Belchim Crop Protection NV nor Belchim Crop Protection US Corporation, has made a recommendation to any individual user/grower concerning the use of Tough® 5EC on mint. The decision to use or not to use this herbicide must be made by each individual user on the basis of possible crop injury, crop yield reduction and crop loss from Tough® 5EC Herbicide, the severity of weed infestations, the cost and availability of alternative weed controls, and any other factors they believe relevant.

Belchim Crop Protection NV and Belchim Crop Protection US Corporation, intend that his section 18 label be distributed by the MIRC only to end users who have agreed in writing to the terms and conditions required by Belchim Crop Protection NV, Belchim Crop Protection US Corporation, and the MIRC including a waiver and release from all liability and indemnification by the user and/or grower of Belchim Crop Protection NV, MIRC, Belchim Crop Protection US Corporation, and others for failure to perform and for crop damage, crop yield reduction and/or crop loss from use of Tough® 5EC on mint. If such terms and conditions are unacceptable, return Tough® 5EC at once unopened.

This product, when used on mint, may lead to crop injury, yield reduction, loss, or damage. Belchim Crop Protection NV and Belchim Crop Protection US Corporation, suggest that the user test this product in order to determine its suitability for such intended use. Belchim Crop Protection NV and Belchim Crop Protection US Corporation, make this product available to the user and/or grower solely to the extent the benefit and utility, in the sole opinion of the user and/or grower, outweigh the extent of potential injury, loss or damage associated with the use of this product. The decision to use or not use this product must be made by each individual user on the basis of possible crop injury, crop yield reduction, crop loss from Tough® 5EC, the severity of weed infestation, the cost of alternative weed controls, and any other factors they believe relevant. Because of these factors, all use is at user's risk.

The undersigned agrees to follow all applicable directions, restrictions, and precautions set forth in the attached Section 18 Emergency Exemption label for Tough® 5EC on mint and the general Tough® 5EC label.

The undersigned has read the above and understands that the MIRC, Belchim Crop Protection NV and Belchim Crop Protection US Corporation, are not advocating or recommending the use of Tough® 5EC on mint.

The undersigned hereby agrees that he or she will be solely liable for failure of Tough® 5EC to perform effectively or for any crop-related damage, injury, loss or yield reduction from the use of Tough® 5EC on mint and indemnifies and holds harmless all parties including, but not limited to, Belchim Crop Protection US Corporation, the MIRC, the dealer or distributor from whom the pesticide was purchased and including their respective officers, directors, staff and employees from all claims arising from the use of Tough® 5EC on mint.

Please continue to the next page for user signature.



This Waiver of Liability and Indemnification Agreement applies to all applications, in accordance with labeling instructions, of Tough® 5EC on mint during the calendar year indicated below (user and/or grower signature date). A new Waiver of Liability and Indemnification Agreement will be signed each calendar year.

County (ies)

Acres Rate per Acre

Send this form to the MIRC: Mint Industry Research Council, P. O. Box 4059 Salem, Oregon 97302-1059, Fax (503) 581-6819, or email to info@mircnews.org. A fully-executed copy of this Waiver of Liability and Indemnification Agreement and a Section 18 label will be returned to you for your records and use. Please retain for two years a copy of the fully-executed agreement and the Section 18 label. For more information please contact the MIRC at the following telephone number: (503)371-5936

Business Name:

Grower Name and/or User (print)

Telephone

Email Address: Date

Business Address:

Street PO Box

City

State Zip Code

Distributor Purchased From:

Branch:

Grower Authorization

Driver License Number

Grower Signature

The MIRC authorization

Authorized signature

Date