



540 Division Street, Campbell, California 95008-6906
Tel. (408) 866-6363 Fax (408) 866-6364
www.listlabs.com

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT shall be, and hereby is, incorporated in and made a part of any Purchase Order, or other Purchase Agreement, issued by _____

(institution/company name)

to List Biological Laboratories, Inc. ("List Labs") for the acquisition of tetanus toxin ("Toxin"). To the extent any of the provisions of Customer's concerned Purchase Order or Purchase Agreement conflicts with the terms of this Agreement, the terms of this Agreement shall control.

Agreement

Customer agrees as follows:

1. Acknowledgement. Customer acknowledges that it is fully aware of the Toxin's characteristics and List Lab's recommendation that any person who may potentially become exposed to same should be currently vaccinated with tetanus toxoid.
2. Representation by Customer. Customer represents that:
 - a. The Toxin is purchased solely for laboratory research and will not be used for any other or further purpose;
 - b. The Toxin will be controlled and maintain in full compliance with biosafety level 2 or 3 standards, whichever is required based on customer's utilization. Such standards are described in "Biosafety in Microbiological and Biomedical Laboratories" HHS Publication No. (NIH) 88-8395, 2nd edition, May 1988 and as the same may be amended or superseded;
 - c. Personnel who come into contact with the Toxin shall be fully trained and qualified in its handling and use;
3. Representation by List. List Labs represents that:
 - a. The Toxin to be sold by List Labs to Customer meets the specification therefore published by List Labs.
4. Indemnity. In consideration of the sales of Toxin to Customer, Customer hereby agrees to, and does, indemnify List Labs from any loss, cost, expense, or liability arising out of, or as a result of, use by Customer of Toxin. Additionally, if any claim for injury or death or contamination of real or personal property is made by any entity or third party, including employees of Customer, by reason of its or their exposure to Toxin supplied by List Labs, Customer shall undertake, at its sole expense, the defense to such claim through competent counsel.

CUSTOMER:

By _____ Its _____
(authorized signature) (please clearly print name and title)

Designated End User: _____ Date: _____
(please clearly print name)

List Labs ONLY: Approval By _____ Its _____ Date: _____