

# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## SCHEDULE TO

(Rule 14d-100)

Tender Offer Statement under Section 14(d)(1)  
or Section 13(e)(1) of the Securities Exchange Act of 1934  
(Amendment No. 1)

## i-STAT CORPORATION

(Name of Subject Company (Issuer))

### Senator Acquisition Corporation

a wholly owned subsidiary of

## ABBOTT LABORATORIES

(Names of Filing Persons (Offerors))

COMMON STOCK, PAR VALUE \$.15 PER SHARE  
(together with associated preferred stock purchase rights)  
(Title of Class of Securities)

450312 10 3

(CUSIP Number of Class of Securities)

Jose M. de Lasa  
Senior Vice President and General Counsel  
Abbott Laboratories  
100 Abbott Park Road  
Abbott Park, Illinois 60064-6400  
(847) 937-6100

(Name, address and telephone number of person authorized to receive notices and communications on behalf of filing persons)

With a copy to:  
James T. Lidbury  
Mayer, Brown, Rowe & Maw LLP  
190 South LaSalle Street  
Chicago, Illinois 60603  
Telephone: (312) 782-0600

### CALCULATION OF FILING FEE

Transaction Valuation\*

Amount of Filing Fee\*\*

\$394,369,898

\$31,905

\* Estimated for purposes of calculating the amount of the filing fee only. This calculation assumes the purchase of (i) the 20,295,167 outstanding shares of common stock of i-STAT Corporation (the "Company"), together with the associated preferred stock purchase rights (the "Common Shares"), less the 2,000,000 Common Shares owned by the filing persons, at a price of \$15.35 per Common Share, (ii) 4,501,515 Common Shares issuable upon conversion of the 30,000 outstanding shares of Series D Convertible Preferred Stock of the Company, at a price of \$15.35 per Common Share, (iii) 1,875,357.5 Common Shares subject to outstanding warrants at a price of \$7.35 per Common Share (representing the offer price of \$15.35 per Common Share less the exercise price of \$8.00 per Common Share), and (iv) 3,636,649 Common Shares subject to outstanding options granted under the Company's employee stock option plans at a price of \$8.43 per Common Share (representing the offer price of \$15.35 per Common Share less the weighted average exercise price of \$6.92 per Common Share). The calculation of the filing fee is based on the Company's representation of its capitalization as of December 19, 2003.

\*\* The amount of the filing fee, calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #6 for fiscal year 2004, issued on November 24, 2003, equals .008090% of the transaction value, or \$31,905.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number or the Form or Schedule and the date of its filing.

Amount Previously Paid:	\$31,905	Filing Party:	Abbott Laboratories and Senator Acquisition Corporation
Form or Registration No.:	Schedule TO	Date Filed:	December 29, 2003

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.  
 issuer tender offer subject to Rule 13e-4.  
 going-private transaction subject to Rule 13e-3.  
 amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer.

## Amendment No. 1 to Schedule TO

This Amendment No. 1 amends and supplements the Tender Offer Statement on Schedule TO (the "Schedule TO") filed initially with the Securities and Exchange Commission on December 29, 2003 by Abbott Laboratories, an Illinois corporation ("Abbott") and Senator Acquisition Corporation, a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Abbott, relating to the offer by the Purchaser to purchase (i) all of the outstanding shares of common stock, par value \$.15 per share, of i-STAT Corporation, a Delaware corporation (the "Company"), together with the associated preferred stock purchase rights issued pursuant to the Stockholder Protection Agreement, dated as of June 26, 1995, between the Company and Wachovia Bank N.A., as rights agent (the "Common Shares"), at a price of \$15.35 per Common Share, (ii) all of the outstanding shares of Series D Convertible Preferred Stock, par value \$.10 per share, of the Company (the "Series D Shares"), at a price per Series D Share equal to \$15.35 multiplied by the number of Common Shares issuable upon conversion of a Series D Share as of the final expiration of the offer, without regard to certain restrictions on beneficial ownership, and (iii) all of the outstanding six-year warrants to purchase Common Shares expiring in 2007 and having an exercise price of \$8.00 per Common Share (the "Warrants" and, together with the Common Shares and the Series D Shares, the "Securities") at a price of \$7.35 per Common Share purchasable pursuant to each such warrant, in each case net to the seller in cash and without interest.

The terms and conditions of the offer are described in the Offer to Purchase dated December 29, 2003 (the "Offer to Purchase"), a copy of which was filed as Exhibit (a)(1)(A) to the Schedule TO, and the related Letter of Transmittal for tender of Common Shares and instructions thereto, a copy of which was filed as Exhibit (a)(1)(B) to the Schedule TO (which, as they may be amended or supplemented from time to time, together constitute the "Offer").

### Item 5. Past Contacts, Transactions, Negotiations and Agreements.

The subsection of the Offer to Purchase entitled "Certain Information Concerning Abbott and the Purchaser—Marketing and Distribution Agreement with Abbott" is hereby amended by replacing the last sentence of such subsection which read "Abbott and the Company are currently negotiating an amendment to the Marketing and Distribution Agreement to allow Abbott the continued distribution of the Company's products in the U.S. and certain other countries or territories until March 31, 2004 or such time as the Merger Agreement is consummated or terminated" to read "On December 31, 2003, Abbott and the Company signed an amendment to the Marketing and Distribution Agreement to allow Abbott the continued distribution of the Company's products in the U.S. and certain other countries or territories until the earlier of (i) such time as the merger contemplated by the Merger Agreement is consummated or (ii) such time as the Merger Agreement is terminated."

### Item 12. Exhibits.

Item 12 of the Schedule TO is hereby amended and supplemented to include the following:

"(d)(12) Amendment to the Marketing and Distribution Agreement by and between Abbott Laboratories and i-STAT Corporation dated December 31, 2003"

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## SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

### ABBOTT LABORATORIES

By: /s/ THOMAS C. FREYMAN

Name: Thomas C. Freyman  
Title: Senior Vice President, Finance and  
Chief Financial Officer

### SENATOR ACQUISITION CORPORATION

By: /s/ THOMAS C. FREYMAN

Name: Thomas C. Freyman  
Title: President

Dated: January 5, 2004

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## EXHIBIT INDEX

Exhibit No.

Exhibit Name

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## QuickLinks

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[Item 5. Past Contacts, Transactions, Negotiations and Agreements.](#)

[Item 12. Exhibits.](#)

[SIGNATURES](#)

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**AMENDMENT  
TO THE  
MARKETING AND DISTRIBUTION AGREEMENT  
BY AND BETWEEN  
ABBOTT LABORATORIES  
AND  
i-STAT CORPORATION**

This amendment dated December 31, 2003 (this "*Amendment*") shall serve to modify and amend the Marketing and Distribution Agreement between Abbott Laboratories ("*Abbott*") and i-STAT Corporation ("*i-STAT*") dated August 3, 1998 (the "*Distribution Agreement*"), according to the terms and for the time period set forth herein.

The parties hereto agree as follows:

1. i-STAT hereby revokes its election to not renew the Distribution Agreement after December 31, 2003, as provided in that certain notification letter sent by i-STAT to Abbott on July 25, 2002. i-STAT and Abbott hereby agree to an extension of the Distribution Agreement after December 31, 2003, but only for and during the Extension Period (as defined hereinbelow).
2. The Term of the Distribution Agreement with respect to the parties' respective obligations to manufacture, market, promote, sell and distribute Products in the Territory (as amended hereinbelow) shall be extended until the earlier of (i) such time as the merger contemplated by the Agreement and Plan of Merger entered into among Abbott Laboratories, Senator Acquisition Corporation and i-STAT Corporation on December 12, 2003 (the "*Merger Agreement*") is consummated or (ii) the Merger Agreement terminated ("*Extension Period*").
3. "*Territory*", with respect to Abbott's obligations to market, promote and sell Products pursuant to this Amendment, shall be amended for the Extension Period to *exclude* the following countries and/or territories: Austria, Cyprus, Czech Republic, Denmark, Greece, Hungary, Iceland, Malta, Norway, Poland, Portugal, Switzerland, Bosnia-Herzegovina, Croatia, Macedonia, Slovenia, Yugoslavia/Serbia and Montenegro, Afghanistan, Armenia, Azerbaijan, Belarus, Bulgaria, Estonia, Georgian Republic, Latvia, Lithuania, Moldavia, Romania, Russia, Slovakia, Ukraine, Kazakhstan, Kyrgystan, Tadjikistan, Turkmenistan, Uzbekistan, All countries of North, Central and Southern Africa, Bahrain, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, Turkey, United Arab Emirates, Yemen, Hong Kong, Macau, South Korea, Singapore, Malaysia, Brunei, Indonesia, Philippines, Australia, New Zealand, India, Bhutan, Nepal, Canada, Thailand, Japan and Mainland China.
4. "*Territory*", with respect to Abbott's obligations to provide logistical support of Products pursuant to this Amendment, shall be amended for the Extension Period to *exclude* the following countries and/or territories: Austria, Cyprus, Czech Republic, Denmark, Greece, Hungary, Iceland, Malta, Norway, Poland, Portugal, Switzerland, Bosnia-Herzegovina, Croatia, Macedonia, Slovenia, Yugoslavia/Serbia and Montenegro, Afghanistan, Armenia, Azerbaijan, Belarus, Bulgaria, Estonia, Georgian Republic, Latvia, Lithuania, Moldavia, Romania, Russia, Slovakia, Ukraine, Kazakhstan, Kyrgystan, Tadjikistan, Turkmenistan, Uzbekistan, all countries of North, Central and Southern Africa, Bahrain, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, Turkey, United Arab Emirates, Yemen, Hong Kong, Macau, South Korea, Singapore, Malaysia, Brunei, Indonesia, Philippines, Australia, New Zealand, India, Bhutan, Nepal, Canada, Thailand, Japan and Mainland China, the United Kingdom, Belgium, Finland, France, Germany, Luxembourg, Netherlands, San Marino, Sweden, Ireland, Italy, and Spain.
5. With respect to the logistical support of Products in the Territory as defined in Paragraph 4 of this Amendment, i-STAT shall obtain a waiver from McGregor Cory Limited ("*Exel*") for a period of time to begin on or around January 1, 2004 and end on March 31, 2004 ("*Interim Period*"). The

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waiver shall state, at a minimum, that, notwithstanding any provision of any agreement between i-STAT and Exel to the contrary, Exel shall grant i-STAT the right to appoint Abbott as its logistical support provider during the Interim Period, in exchange for i-STAT's payment of up to £90,000 to Exel. Upon Abbott's receipt of evidence of such signed waiver from Exel and payment to Exel by i-STAT, Abbott shall provide such logistical support as requested by i-STAT in such countries of the Territory defined in Paragraph 4 as i-STAT shall request during the Interim Period.

6. Except as "*Territory*" is modified by this Amendment, Abbott shall have the right to market, promote, sell and distribute Products in all other countries and territories as otherwise set forth as "*Territory*" in the Distribution Agreement.
7. The obligations of i-STAT pursuant to:
  - (a) Section 18.1 of the Distribution Agreement with respect to the buy-out of assets and inventory; and
  - (b) Section 18.2 with respect to the payment to be made by i-STAT to Abbott of Five Million Dollars (US \$5,000,000); and
  - (c) Section 18.3 with respect to the Five Million and Nineteen Thousand Dollars (US \$5,019,000) prepayment refund,

are hereby waived by Abbott, but only for and during the Extension Period. At the expiration or termination of the Extension Period, such waiver shall cease and be of no further effect, and all duties and obligations set forth in the Agreement, including those set forth in Sections 18.1, 18.2 and 18.3 of the Distribution Agreement, shall be in full force and effect.

8. During the Extension Period and notwithstanding any provision in the Distribution Agreement to the contrary, i-STAT shall have the responsibility of entering into service contracts with customers.
- 9.

In the event that the Merger Agreement is terminated and the transaction contemplated thereby is not consummated, Abbott shall pay i-STAT: (a) all funds received or receivable from customers for shipments made by or on behalf of Abbott to such customers pursuant to this Amendment during the Extension Period; and (b) that amount up to £90,000 actually paid by i-STAT to Excel pursuant to the activities described in Paragraph 5 of this Amendment.

10. All other terms and conditions with respect to the Distribution Agreement are and shall remain in full force and effect.
11. This Amendment shall have no effect on the terms and conditions of the Standstill Agreement executed between the parties on August 3, 1998.

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IN WITNESS WHEREOF, each party has caused this Amendment to be executed by its duly authorized officer on the date below written.

ABBOTT LABORATORIES

i-STAT CORPORATION

By:           /s/ SEAN E. MURPHY          

By:           /s/ WILLIAM P. MOFFITT          

Name:           Sean E. Murphy          

Name:           William P. Moffitt          

Title:           Vice President, Global Medical Products, Licensing & New  
          Business Development          

Title:           President and Chief Executive Officer          

Date:           December 31, 2003          

Date:           December 31, 2003          

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QuickLinks

[AMENDMENT TO THE MARKETING AND DISTRIBUTION AGREEMENT BY AND BETWEEN ABBOTT LABORATORIES AND i-STAT CORPORATION](#)