

The difference between example 1 (acceptance in the donut store) and example 2 (acceptance in the antique shop) is the location. Under the mirror rule, the acceptance of the offer by the offeree has to take place under the same conditions as the offerer proposed. The conditions under which the offer was made are more similar in example 2 than in example 1. It is therefore more likely that the acceptance in the antique shop (example 2) is seen as a contract than when the offer is accepted in the donut store (example 1). This is analogous with the example given in the lecture of the delivery after one year where, instead of place, the difference is in time. Therefore, it can be concluded that time and location are part of the conditions as set forth in an offer. These conditions thus have to be taken into account when applying the mirror rule.