

1. Scope of Application

- 1.1 These General Terms and Conditions of Purchase apply to all business transactions between autonox Robotics GmbH („autonox Robotics“) and the supplier, even if they are not contained in subsequent contracts. They apply accordingly to the provision of works and the performance of services. Instead of taking receipt (Annahme) of the delivered products, this will be replaced by acceptance (Abnahme) in the case of the provision of works and by taking delivery (Entgegennahme) in the case of the performance of services.
- 1.2 Any conflicting, additional or deviating terms and conditions of the Supplier will not become part of the contract, unless autonox Robotics has expressly agreed to their validity in writing. These General Terms and Conditions of Purchase will also apply if „autonox Robotics“ receives a delivery from the Supplier without reservation in the knowledge of the supplier's conflicting, additional or deviating terms and conditions.
- 1.3 Additional or deviating agreements to these General Terms and Conditions of Purchase made between autonox Robotics and the Supplier for the execution of the contract must be made in writing. This also applies to any waiver of this written form requirement.
- 1.4 Any rights to which autonox Robotics is entitled under statutory provisions or other agreements beyond these General Terms and Conditions of Purchase remain unaffected.

2. Conclusion of Contract and Amendments

- 2.1 A written order from autonox Robotics will be binding for the Supplier and for its order confirmation, which will be made in writing, and the Supplier must expressly notify autonox Robotics of any differences to the order. In this context, the transmission of the order or the order confirmation by email will also constitute the written form. An order created with the help of automatic equipment where the signature and name are missing will also constitute the written form in the above sense. In the event of an order placed verbally, in particular by telephone or by using other means of remote communication, such order must be duly confirmed by the parties at least in text form for purposes of proof and documentation.
- 2.2 Any silence on the part of autonox Robotics in response to offers, requests or other declarations from the Supplier will only be deemed to constitute consent if these have been agreed in writing.
- 2.3 If the order contains obvious errors, spelling mistakes or miscalculations, it will not be binding for autonox Robotics.
- 2.4 Offers, designs, samples and specimens of the Supplier will be free of charge for autonox Robotics. Upon request by autonox Robotics, they must be taken back by the Supplier without undue delay and at its own expense.
- 2.5 autonox Robotics reserves all property rights, copyrights and other industrial property rights to all documents provided to the Supplier in connection with the order or the execution of the contract. Such documentation may not be disclosed to third parties. Once the orders have been completed, the documents must be returned to autonox Robotics without undue delay and without any special request.
- 2.6 The Supplier must inform autonox Robotics in writing before the conclusion of the contract if the ordered products are subject to export control or other restrictions on market-ability according to the regulations applicable in the Federal Republic of Germany. Otherwise, autonox Robotics is entitled to withdraw from the contract after the unsuccessful expiry of a reasonable period of time set by autonox Robotics, irrespective of fault on the part of the supplier. This will not affect any further claims autonox Robotics may have.
- 2.7 The Supplier will without undue delay and no later than three working days after receipt of the order, provide a written order confirmation expressly stating the price, autonox Robotics' order number, the respective autonox Robotics part numbers of the ordered products and the delivery time. Order confirmations sent by the Supplier to autonox Robotics by email are to be sent exclusively to „purchase@autonox.com“. Any differences in the order confirmation compared with the order will only be considered agreed if they have been confirmed in writing by autonox Robotics. The same applies to subsequent amendments to the contract.
- 2.8 If autonox Robotics has concluded a framework agreement with the Supplier for future deliveries, an order placed by autonox Robotics will be binding.
- 2.9 Order confirmations, dispatch bills, consignment bills, delivery bills, invoices and other letters from the Supplier must contain the order data, in particular the order number, order date, our article number and Supplier number.
- 2.10 If, during the execution of a contract, it becomes apparent that deviations from the originally agreed specifications are necessary or expedient, the Supplier will without undue delay inform autonox Robotics in writing and submit proposals for changes. autonox Robotics will inform the Supplier whether and which changes it has to make compared to the original order.
- 2.11 autonox Robotics is entitled to change the order at any time, unless agreeing the change or deviation is unreasonable for the supplier, taking into account the interests of autonox Robotics. In such cases, the Supplier will be granted a reasonable period of time to make the necessary changes to the production. If the costs incurred by the Supplier due to the execution of the contract change as a result of these changes, the Supplier must inform autonox Robotics of this in writing. In this case, both autonox Robotics and the Supplier are entitled to demand a corresponding adjustment of the agreed prices.
- 2.12 autonox Robotics is entitled to withdraw from the contract in whole or in part if (I) the Supplier files an application for the opening of insolvency or comparable proceedings against its own assets or (II) the substantiated application of a third party for the opening of insolvency or comparable proceedings against the assets of the Supplier is rejected due to lack of assets, or (III) if the financial situation of the Supplier changes adversely compared to its situation at the time the contract was concluded.

3. Producing Make-To-Print Items

- 3.1 The drawings in pdf format attached to the confirmed orders are part of the contract. Make-to-print Items are to be made according to the current (highest) revision. Drawings sent in the past (whether for price inquiries or previous orders) will lose their validity with the order. We draw attention to the fact that the responsibility to manufacture according to the latest revision lies with the supplier. Furthermore, we refer to section 7 „Additional Quality Requirements for the Defined Drawings“.

4. Packaging, Shipping, Delivery and Acquiring Title

- 4.1 The Supplier must comply with the specifications of autonox Robotics for the shipping of the products, in particular the applicable transport, packaging and delivery terms (these can be found on pages 3 and 4 of our „Specification of Optical Requirements for Supplied Parts“, which can be downloaded as a PDF from the following link: http://www.autonox.com/transfer/Download/Optischer_Qualitaetsanspruch.pdf). Delivery will be made in packaging which is appropriate for the nature of the products. In particular, the products must be packed in such a way that transport damage is prevented. The packaging materials must only be used to the extent necessary for this purpose. Only environmentally friendly and recyclable packaging materials may be used. The use of reusable packaging is only permitted with the prior written consent of autonox Robotics. The Supplier must mark the packaging with the scope of the delivery, the article and material numbers, the delivery quantity, the date of manufacture as well as the order data, in particular order number, order date and Supplier number.
- 4.2 The shipping of the products must be notified without undue delay. If the transport costs are to be borne by autonox Robotics as expressly agreed in the confirmed order, this applies only to the costs in the amount of the cheapest mode of shipment, even if faster transport should be necessary to meet the agreed delivery deadlines and dates. All deliveries will be accompanied by a single copy of a delivery bill which will state the scope of the delivery, the article and material numbers, the quantity delivered, the date of manufacture and the order data, in particular the order number, order date and Supplier number.
- 4.3 If a delivery which is exempt from VAT is an option, the Supplier must provide the necessary evidence, if the evidence can be attributed to its area of responsibility. For deliveries within the European Union, the Supplier will without being requested to do so provide written notification of its VAT ID number, provide evidence of its enterprise status, and cooperate in providing proof of export in the form of books and receipts.
- 4.4 Deliveries can only be made on weekdays during the normal business hours of 7:00 a.m. to 3:30 p.m. Monday through Thursday, and 7:00 a.m. to 12:30 p.m. Friday. The Supplier indemnifies autonox Robotics against all claims made by third parties due to deliveries outside these hours unless the Supplier is not at fault for the delivery outside normal business hours.
- 4.5 The Supplier must comply with the German Hazardous Substances Regulation (GefStoffV) when delivering the products, and in particular, must pack and label the products concerned accordingly and expressly refer to hazardous substances in the delivery bill.
- 4.6 The products become the property of autonox Robotics immediately and free of encumbrances upon their handover. The Supplier warrants that it is authorized to resell and transfer title.
- 4.7 Material assists provided by autonox Robotics will remain the property of autonox Robotics and will be stored, designated and managed separately as such. The processing of the material assists provided by autonox Robotics is only permitted for orders from autonox Robotics. In case of loss or decrease in value due to improper storage or handling and processing, the Supplier must compensate autonox Robotics to the full extent if it is at fault with regard to the loss or decrease in value.

5. Delivery Time

- 5.1 The delivery periods and dates specified in the confirmed order or agreed in another form are binding. Delivery periods run from the date of receipt of the order confirmation of the order. Within the delivery period or on the agreed delivery date, the products must be received at the delivery address specified by autonox Robotics.
- 5.2 If it becomes apparent to the Supplier that the delivery time cannot be met, it must notify autonox Robotics without undue delay in writing, stating the reasons and the expected duration of the delay.
- 5.3 autonox Robotics is entitled to withdraw from the contract in the event of a delay in delivery and after the expiry of a reasonable deadline set by autonox Robotics, irrespective of fault on the part of the supplier. In case of delay by the supplier, autonox Robotics is entitled to claim a contractual penalty of 0.5 % of the net order value for each commenced week of the delay, but not more than 5 % of the net order value, unless the Supplier is not at fault for the delay in delivery. autonox Robotics is entitled to assert a right to claim the contractual penalty in addition to its claim for performance; the right will have been asserted in good time, if declared to the Supplier within 14 calendar days at the latest, calculated from the actual taking delivery (Entgegennahme) of the service. This will not affect any further claims autonox Robotics may have. The claim for delivery of autonox Robotics is only excluded if the Supplier pays damages instead of delivery upon request by autonox Robotics. Taking receipt (Annahme) of the delayed delivery does not constitute a waiver of claims for damages or the contractual penalty.
- 5.4 Delivery before the agreed delivery date is only permitted with the prior written consent of autonox Robotics. autonox Robotics is entitled to store prematurely delivered products at the supplier's expense or to return them at the supplier's expense unless the prematurity is marginal.

6. Prices and Payment

- 6.1 The price stated in the confirmed order is binding and is understood to be „free domicile“ (DAP/Delivered at Place, Incoterms 2020) to Industriestrasse 1, 77731 Willstaett, Germany. In the absence of any written agreement to the contrary, the price will include, in particular, the costs of packaging, shipping equipment and transport to the delivery address

- specified by autonox Robotics, as well as any customs duties and other public charges (in the case of cross-border deliveries, delivery will be DDP/Delivered Duty Paid, Incoterms 2020, to Industriestrasse 1, 77731 Willstaett, Germany, unless otherwise agreed in writing). The statutory VAT is included in the price unless it is expressly designated as a net price.
- 6.2 autonox Robotics is entitled to determine the type of packaging, means of transport, transport route and transport insurance. The Supplier is obliged to take out transport insurance. The costs for the transport insurance will be borne by the supplier, unless otherwise agreed.
- 6.3 autonox Robotics will receive a single copy of the supplier's invoice. It must not be enclosed with the delivery but sent separately. Invoices sent by the Supplier by email are to be sent exclusively to „purchase@autonox.com“. Invoices of the Supplier must include the purchase order number, purchase order date or Supplier number. In addition, the Supplier must indicate on each invoice its VAT number, the date of delivery and the respective autonox Robotics part numbers of the invoiced products. If one or more of these details are missing and this delays processing by autonox Robotics in the normal course of business, the payment deadlines set out in section 6.4 will be extended by the period of the delay.
- 6.4 Payment will be made after taking receipt (Annahme) of the products and receipt of the invoice within 14 calendar days with a 3 % discount, or within 30 calendar days net. Payment will be made subject to invoice verification. autonox Robotics is entitled to make payment by check or bank transfer at its option. If the delivered products are defective, autonox Robotics is entitled to withhold payment until proper fulfillment without any loss of discounts, rebates or similar price reductions. In this respect, the payment period will commence after the defects have been fully remedied. In the event of early delivery of the products, the payment period will commence at the earliest upon expiry of the delivery period or on the agreed delivery date. If the Supplier has to provide material tests, test reports, quality documents or other documents, taking receipt (Annahme) of the products will only trigger the payment deadline if the documents owed are handed over to autonox Robotics at the latest upon taking receipt (Annahme). In the event of default in payment, the Supplier may demand interest on arrears in the amount of 9 percentage points above the respective base interest rate per year, taking into account the current interest rate situation. The Supplier is entitled to withdraw from the contract after the effectless expiry of a reasonable period of grace granted to autonox Robotics after the occurrence of the delay in payment. At the request of autonox Robotics, the Supplier is obliged to make a binding statement within a reasonable period of time as to whether it will withdraw from the contract after the expiry of the deadline due to the delay in payment or whether it will adhere to the contract.
- 7. Additional Quality Requirements for the Defined Drawings**
- 7.1 The Supplier additionally accepts and guarantees it will apply our required optical quality requirements for components manufactured by mechanical processing. These can be downloaded as a PDF using the following link: http://www.autonox.com/transfer/Download/Optischer_Qualitaetsanspruch.pdf
- 8. Transfer of Risk**
- 8.1 The Supplier will bear the risk of accidental loss or accidental deterioration of the products until the products are handed over to autonox Robotics.
- 8.2 If the Supplier is obliged to install or assemble the products at the premises of autonox Robotics, the risk will pass to autonox Robotics only upon acceptance (Abnahme) of the installed or assembled products. This also applies if autonox Robotics has assumed certain services, such as transport costs.
- 9. Warranty, Claims for Defects and Guarantees**
- 9.1 The Supplier warrants that the deliveries and services comply with the latest state-of-the-art technology, the relevant national and international legal provisions and the regulations and guidelines of authorities, professional associations and trade associations. The Supplier warrants that it has complied with the applicable RoHS 2011/65/EU Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment, Commission Regulation (EC) No. 1907/2006 (REACH Regulation), Commission Regulation (EC) No. 1935/2004 on materials and articles intended to come into contact with food, Commission Regulation (EU) No. 10/2011 on plastic materials and articles intended to come into contact with food, and Commission Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food.
- 9.1.1 The Supplier indemnifies autonox Robotics against all claims of third parties asserted against autonox Robotics or its customers due to culpable breach of these regulations.
- 9.1.2 autonox Robotics must be informed without undue delay in writing of any concerns the Supplier may have about the execution of the order requested by autonox Robotics.
- 9.1.3 The Supplier is aware of its Duty to communicate information on substances in articles in accordance with Article 33 of Regulation (EC) 1907/2006 (REACH Regulation). The Supplier undertakes to provide sufficient information to allow safe use of the products if the products supplied by it contain one or more of the substances of very high concern (SVHC) within the meaning of Article 57, within the meaning of the candidate list pursuant to Article 59 (1), or the substances included in Annex XIV or Annex XVII of Regulation (EC) 1907/2006 (REACH Regulation) in a concentration above 0.1 % weight by weight (w/w). This information obligation refers to the updated ECHA candidate list of substances classified as SVHC (list of substances eligible for inclusion in Annex XIV) published in accordance with Article 59 (10).
- 9.1.4 The Supplier is also aware that, in accordance with Article 4 (2) of Directive RoHS 2011/65/EU, no more than the maximum concentration value of 0.01 or 0.1 per cent by weight of the substances listed in Annex II is tolerated in homogeneous materials. If a delivered product exceeds the maximum permissible concentration, the Supplier shall also inform autonox Robotics.
- 9.1.5 In all of the cases referred to in section 9.1.3 and 9.1.4., the Supplier shall inform autonox Robotics immediately in writing, stating the concentration in per cent by mass in the respective partial product, if an ordered and/or already delivered product contains such substances - for whatever reason.
- 9.2 The inspection of incoming goods will be carried out by autonox Robotics to the extent that this is feasible in the ordinary course of business and is limited to checking whether the products correspond to the quantity and type ordered or whether there is any externally visible transport damage. autonox Robotics must notify the Supplier of any defects detectable during this inspection within ten (10) working days after taking receipt (Annahme) of the products and of any hidden defects discovered only later within ten (10) working days after their discovery. No further incoming goods inspection will take place.
- 9.3 In the case of deliveries consisting of a large number of identical products, autonox Robotics will inspect a reasonable quantity of the delivered products for defects. If the products become unsaleable as a result of the inspection, the quantity to be investigated will be reduced to an appropriate extent. If individual samples of a delivery are defective, autonox Robotics may, at its own discretion, demand that the Supplier segregate the defective items or assert claims for defects on account of the entire delivery if autonox Robotics has no interest in partial performance which is free of defects. If, as a result of defects in the products, it becomes necessary to inspect the products beyond the usual scope of the incoming inspection, the Supplier will bear the costs of this inspection, unless the Supplier is not at fault for the defectiveness.
- 9.4 If autonox Robotics has concluded a framework agreement with the Supplier, the Supplier is obliged to maintain a suitable quality management system and to manufacture and test the products to be supplied in accordance with this quality management system. If the Supplier purchases production or testing equipment, software, services, materials or other preliminary supplies from preliminary suppliers for the manufacture or quality assurance of the products to be delivered, it will contractually include these in its quality management system or ensure the quality of the preliminary supplies itself. The Supplier must in particular carry out its own material tests. The Supplier will keep records of all the quality assurance measures taken and keep these records as well as any samples of the products to be delivered in a clearly arranged manner. It will allow autonox Robotics to inspect the records to the extent necessary, explain the records and hand over copies of the records and any samples.
- 9.5 If in accordance with the relevant legal provisions, the delivered products are not marketable or must be disposed of properly due to defects, the Supplier is obliged to take them back. If the Supplier does not comply within a reasonable period of time set by autonox Robotics, autonox Robotics is entitled to dispose of the goods at the Supplier's expense.
- 9.6 In the event of defects to the products, autonox Robotics is entitled, without prejudice to the assertion of further claims, to demand, at its own discretion and within a reasonable period of time, that such defects are remedied or that products which are free of defects are delivered by the Supplier as subsequent fulfillment (Nacherfüllung). The Supplier must bear the necessary costs incurred for subsequent fulfillment (Nacherfüllung). This also applies if the products have been taken to a place other than the delivery address specified by autonox Robotics after delivery in accordance with their intended use. If the Supplier does not comply with its obligation of subsequent fulfillment (Nacherfüllung) within a reasonable period set by autonox Robotics, autonox Robotics may carry out the necessary measures itself or have them carried out by a third party at the Supplier's expense and risk, unless the Supplier is not at fault for the failure to perform within the period of grace. The setting of a deadline can be dispensed with if the Supplier seriously and finally refuses performance or if there are special circumstances which, weighing up the interests of both parties, justify the immediate assertion of the claim for defects. Special circumstances in this sense will exist in particular in urgent cases, in which supplementary fulfillment by the Supplier will in all likelihood not eliminate the pending disadvantage to autonox Robotics in time. In this case, autonox Robotics is entitled to take the necessary measures at the supplier's expense and risk even without unsuccessful expiry of a reasonable grace period, provided autonox Robotics notifies the Supplier of this.
- 9.7 Taking delivery (Entgegennahme) of the products as well as the processing, payment and reordering of products that have not yet been identified as defective and for which a complaint has been made, do not constitute approval of the delivered goods or a waiver of claims for defects by autonox Robotics.
- 9.8 The limitation period for autonox Robotics' claims for defects is 36 months beginning with the delivery of the products. If the Supplier has fraudulently concealed the defect, any longer statutory limitation periods will apply.
- 9.9 Suppliers of products with a potential need for spare parts are obliged to supply autonox Robotics with the necessary spare parts and accessories for a period of at least another ten years from acceptance (Abnahme) of the delivery.
- 9.10 Any further guarantees of the Supplier remain unaffected.
- 10. Product Liability**
- 10.1 The Supplier is obliged to indemnify autonox Robotics against claims of third parties arising from domestic and foreign product liability unless it is not responsible for the product defect and the damage incurred according to product liability law principles. This will not affect any further claims autonox Robotics may have.
- 10.2 Within the scope of this indemnification obligation, the Supplier will, in particular, also reimburse autonox Robotics for any expenses arising from or in connection with a warning, replacement or recall action carried out by autonox Robotics. As far as is possible and reasonable, autonox Robotics will inform the Supplier about the content and the scope of any measures to be taken and give the Supplier the opportunity to comment. The Supplier will support autonox Robotics to the best of its ability in the measures to be taken and will take all reasonable measures ordered by autonox Robotics.
- 10.3 The Supplier is obligated to take out and maintain a liability insurance with an amount of coverage appropriate for the products of at least EUR 10 million per personal injury for each individual person and at least EUR 10 million per property damage. The Supplier already now assigns to autonox Robotics the claims for damages arising for autonox Robotics from the liability insurance together with all ancillary rights. autonox Robotics herewith accepts this assignment. If an assignment is not permitted under the insurance contract, the Supplier hereby instructs the insurance company to make any payments only to autonox Robotics. This will not affect any further claims autonox Robotics may have in this relation. Upon request, the Supplier must provide autonox Robotics with evidence of the conclusion and existence of the liability insurance. The Supplier will refrain from any action or omission that could jeopardize the insurance coverage.
- 10.4 If the Supplier fails to duly comply with its obligation under section 10.3, autonox Robotics is entitled, but not obliged, to take out liability insurance at the Supplier's expense.



11. Property Rights of Third Parties

- 11.1 The Supplier warrants that the delivery and use of the products do not infringe any patents, licenses or other industrial property rights and copyrights of third parties. This does not apply if the products were exclusively developed by autonox Robotics and manufactured in accordance with these specifications.
- 11.2 If autonox Robotics or its customers are held liable by a third party for an infringement of such rights due to the delivery and use of the products, the Supplier is obliged to indemnify autonox Robotics from these claims. The indemnification obligation relates to all expenses incurred by autonox Robotics in connection with the claim. In particular, autonox Robotics is entitled to obtain permission to use the products from the third party at the Supplier's expense. The obligation to indemnify will not apply if the Supplier is not at fault for the infringement of the industrial property rights of third parties.

12. Force Majeure

- 12.1 If autonox Robotics is prevented by force majeure from fulfilling its contractual obligations, in particular from taking receipt (Annahme) of the products, autonox Robotics will be released from its obligation to perform for the duration of the impediment as well as a reasonable start-up period, without being obliged to pay damages to the Supplier. The same applies if autonox Robotics' performance of its obligations is made unreasonably difficult or temporarily impossible by unforeseeable circumstances for which autonox Robotics is not at fault, in particular by industrial action, action by official bodies, energy shortages, war, embargoes, sanctions, pandemics or epidemics or significant operational disruptions. This also applies if such circumstances occur at a time when autonox Robotics is in default of taking receipt (Annahmeverzug).
- 12.2 autonox Robotics is entitled to withdraw from the contract if such an impediment referred to in section 12.1 lasts for more than four months and autonox Robotics is no longer interested in the performance of the contract as a result of the impediment. At the Supplier's request, autonox Robotics will declare after the expiry of the period whether it will exercise its right of withdrawal or take receipt (annehmen) of the products within a reasonable period.

13. Confidentiality

- 13.1 The parties are obligated to maintain secrecy for an unlimited period of time with respect to all information that becomes accessible to them and that is designated as confidential or is identifiable as business or trade secrets based on other circumstances and, unless required for the business relationship, to neither record nor disclose or utilize such information.
- 13.2 The parties will ensure by means of suitable contractual agreements with the employees and agents working for them that they also refrain for an unlimited period of time from any exploitation, disclosure or unauthorized recording of such business and trade secrets.

14. Final Provisions

- 14.1 The Supplier is only entitled to transfer rights and obligations to third parties or to have an order or essential parts of an order executed by third parties with the prior written consent of autonox Robotics. Payments will only be made to the Supplier. Any counterclaims of the Supplier will only entitle the Supplier to offset these if they are final and absolute or undisputed. The Supplier may only assert a right of retention if its counterclaim has also been declared final and absolute or is undisputed.
- 14.2 The Supplier will allow autonox Robotics to store and process personal data within the framework of the legal provisions if this is necessary for the handling of the supply relationship.
- 14.3 All disputes arising out of or in connection with these General Terms and Conditions of Purchase or concerning their validity will be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 14.4 The exclusive place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions of Purchase or concerning their validity is Stuttgart. autonox Robotics reserves the right to assert claims also at the Supplier's place of business as well as at any other permissible place of jurisdiction.
- 14.5 The place of performance for all services of the Supplier and the place of subsequent fulfillment (Nacherfüllung) is the registered office of autonox Robotics GmbH at Industriestrasse 1, 77731 Willstaett, Germany, unless otherwise specified in the order from autonox Robotics.
- 14.6 The language of the contract is German.
- 14.7 Should any provision of these General Terms and Conditions of Purchase be or become invalid or unenforceable in whole or in part or should there be a gap in these General Terms and Conditions of Purchase, the validity of the remaining provisions will not be affected by this. In place of the invalid or unenforceable provision a valid and enforceable provision will be deemed agreed which reflects as closely the purpose of the invalid or unenforceable provision. In the event of a gap, the provision which reflects what would have been agreed according to the essence and purpose of these General Terms and Conditions of Purchase if the parties had considered the matter from the outset will be deemed to apply.