



PUSHER, LLC




955 W. Folsom Ave., Salt Lake City, UT 84104 ☐ www.pusher.world

CUSTOMER REWARDS PROGRAM -- QUANTITY PURCHASE BONUSES

CHECK OUT HOW YOU GET MORE FOR YOUR INVESTMENT IN CLIMBING HOLDS WITH PUSHER.

- **FREE SHIPPING** on all purchases of five (5) sets or more
(including first \$50 of Customs and Duty Fees)
- **FREE HOLD SET add-ons** under our TIER BUYERS' PROGRAM
PLUS
- **ANNUAL CASH REBATES** Tied to Multiple Purchases during calendar year

FREE HOLD SETS WITH PURCHASES (Single Transaction Buys)

HOLD SET TYPE		TIER 1 Annual Maintenance Buys	TIER 2 Multi-Facility Maintenance Buys	TIER 3 Bouldering Only Gym Build-Outs	TIER 4 Full-Service Gym Build-Outs	TIER 5 Multi-Facility Gym Build-Outs
 Solid. Pictured, Woodie Set 1	Group 1 SOLID HOLD SETS	BUY 10 SETS	BUY 30 SETS	BUY 50 SETS	BUY 70 SETS	BUY 100 SETS
		ADD 1 SET FREE	ADD 6 SETS FREE	ADD 15 SETS FREE	ADD 28 SETS FREE	ADD 50 SETS FREE
 Reduced. Pictured, DT Joe's Valley Large Pinch Set #1	Group 2 REDUCED HOLD SETS (Hollow Backs)	BUY 10 SETS	BUY 30 SETS	BUY 50 SETS	BUY 70 SETS	BUY 100 SETS
		ADD 1 SET FREE	ADD 6 SETS FREE	ADD 15 SETS FREE	ADD 28 SETS FREE	ADD 50 SETS FREE
 MEGA. (see note). Pictured, Font Set #2	Group 3 MEGA HOLD SETS	BUY 10 SETS	BUY 30 SETS	BUY 50 SETS	BUY 70 SETS	BUY 100 SETS
		See Note below	ADD 3 SETS FREE	ADD 10 SETS FREE	ADD 21 SETS FREE	ADD 40 SETS FREE

You can mix and match purchases AND mix and match how you add free hold sets. Some simple rules apply. For instance, you can't purchase ALL holds in Group 1 and add all of your Free holds in Group 2 or Group 3. If you evenly mix and match purchases, Pusher will accept all of your FREE add-ons in the higher group level, if that's how you choose to do it.

Pusher defines MEGA Holds for this FREE Add-On Offering as any hold set with a retail value of USD \$335.00 or higher.



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RETAIL PRICE LIST -- CLIMBING HOLDS

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SEE DISCOUNTING POLICY AT PAGES 3-4 FOR ORDER QUANTITY PRICE BREAKS

ID #	Hold Line Name	Set Type	Sub Set	# Holds / Set	TYPE	RETAIL Price / Set ("\$" USD)
5948	DT Joe's Valley	Screw-Ons	1	10	Solid	\$ 99.00
5861	DT Joe's Valley	Crimp Set	1	5	Solid	\$109.00
5858	DT Joe's Valley	Crimp Set	2	5	Solid	\$155.00
5928	DT Joe's Valley	Crimp Set	3	5	Solid	\$ 99.00
5927	DT Joe's Valley	Crimp Pockets		6	Solid	\$239.00
5932	DT Joe's Valley	2 Finger Pockets		5	Solid	\$129.00
5860	DT Joe's Valley	Large Pockets		7	MEGA Reduced	\$479.00
5386	DT Joe's Valley	Large Pinch	1	5	MEGA Reduced	\$335.00
5969	Sticky Cobble	Jibs		20	Solid	\$ 79.00
5935	Sticky Cobble	Feet		20	Solid	\$ 129.00
5936	Sticky Cobble	1		10	Solid	\$ 159.00
6007	Sticky Cobble	2		10	Solid	\$ 109.00
5970	Sticky Cobble	3		10	Solid	\$ 154.00
5968	Sticky Cobble	4		5	Solid	\$154.00
6008	Sticky Cobble	5		5	Reduced	\$239.00
5976	Sticky Cobble	7		5	Reduced	\$289.00
5975	Sticky Cobble	10		5	Reduced	\$275.00
6213	Woodie	Set 1		10	Solid	\$159.00
6214	Woodie	Set 2		10	Solid	\$149.00
6215	Woodie	Set 3		10	Solid	\$179.00
6222	Woodie	Set 4		10	Solid	\$219.00



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ID #	Hold Line Name	Set Type	Sub Set	# Holds / Set	TYPE	RETAIL Price / Set ("\$" USD)
5859	FONT	Retro Set		10	MEGA Reduced	\$459.00
5931	FONT	Classic Set		10	MEGA Reduced	\$469.00
5937	FONT	Set 1		10	MEGA Reduced	\$399.00
6001	FONT	Set 2		5	Reduced	\$329.00
6002	FONT	Set 3		5	Reduced	\$325.00
6229	FONT	Set 4		5	MEGA Reduced	\$494.00
6227	FONT	Set 5		5	MEGA Reduced	\$429.00
6228	FONT	Set 6		5	MEGA Reduced	\$359.00
6223	FONT	Set 7		5	MEGA Reduced	\$489.00
6219	Granite	JIBS	1	10	Solid	\$79.00
6218	Granite	Blockers	1	8	Solid	\$93.00
5933	Granite	Positives, Small		10	Solid	\$109.00
5929	Granite	Classic, Small		15	Solid	\$219.00
5926	Granite	M. Patina Crimp	1	5	Solid	\$ 99.00
6217	Granite	Med. Pinch		10	Solid	\$229.00
6220	Granite	JUGS	1	8	Solid	\$249.00
6005	Granite	Large DOUBLES		5	Solid	\$235.00
6221	Granite	XL EDGES		4	Reduced	\$229.00
6230	Granite	XXL LEDGE		1	MEGA Reduced	\$335.00
6231	Granite	XXL RAILS		4	MEGA Reduced	\$499.00
6322	Granite	M. Patina Crimp	2	5	Solid	\$129.00



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ABOUT PUSHER: Dedicated climbers are the heartbeat of Pusher. We serve the industry that serves them and we also provide a place for them to engage with other climbers. See 'How to Buy From Us,' below, for multiple ways to engage our attention to your needs.

1. HOW TO BUY FROM US.

Our brand exists to make climbers stronger; our systems and people make dealing with us EASY for you. Call out to us for:

INFORMATION: Find detailed information on our brand and products at - www.pusher.world

BUY FROM US: Multiple ways to buy Pusher Holds, Volumes, and Accessories --

- a) Shopping Cart at www.pusher.world --- or, if you prefer
- b) Email tom@pusher.world for our ORDER FORM
- c) Call us at 801-637-7372 (Kevin)
- d) Message us on IG @pusherholds

or **FOLLOW US:** Keep up with us on Instagram @pusherholds

2. QUANTITY PURCHASE BONUSES. Get FREE SHIPPING with purchases of **5 Sets and more** (see below for more details). Get more hold sets FREE with higher purchase quantities (the table below shows how it works).

(a) HOW PUSHER's "FREE SETS" OFFER WORKS. You may BUY Pusher Holds in any combination of families and ranges that works for you. Mega Holds are unavailable for Tier 1 FREE sets; but, they're available at all other Tiers. So, if you buy any combination of 10 to 29 hold sets ('Tier 1'), you may select FREE sets in any combination of Solid and Reduced sets... just not Mega sets. You qualify to receive 1 additional set FREE with the purchase of 10-19 sets; and 2 additional sets free with the purchase of 20-29 sets. For 1 FREE set on Tier 1 purchases, you may choose either a solid or reduced ('hollow back') set as your bonus set. For 2 FREE sets on Tier 1 purchases, you may pick 2 solids or 2 hollow back sets or one (1) of each... your choice. The table on page 6, below, shows this in a math image form.

On Tier 2 to Tier 5 level purchases, inclusive, you may again buy any combination of families and ranges that works for you. For your FREE bonus sets, we suggest you pick free sets based on each level of 10-set purchases (We call every ten (10) sets a '10-set multiple' for purposes of calculating your FREE SET allowance). Here's an example. Let's say you purchase 50 sets of holds (a Tier 3 purchase) in a wide combination of set names and families. You qualify to receive a maximum of 15 FREE sets of solid or reduced ('hollow back') holds **or** 10 FREE sets of MEGA holds. You can mix and match how you receive FREE hold sets buy doing this:



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- (i) Divide your 50 set purchase by **10** ($50 \div 10 = 5$). Tier 3 therefore has 5 “10-set multiples” of 10 sets each if you buy 50 sets. (If you buy the maximum for Tier 3 (69 sets), the last 9 sets don’t qualify for FREE hold sets; thus, you would have a maximum of five (5) “10-set multiples”.
- (ii) The table on page 6 below describes how many FREE SETS are available for EVERY 10 sets that you buy.
- (iii) You can mix and match solid and reduced sets for your purchase; but, Mega sets only allow you 2 picks per 10-set multiple of 10 purchased holds per ‘10-set multiple’ (in the Tier 3 example) compared to 3 picks per ‘10-set multiple’ for solid and reduced holds at Tier 3. You know that you have 5 ‘10-set multiples’ for Tier 3. Let’s say that you want a combination of solid, reduced, and Mega for your FREE hold selections. Well, instead of using up all your selections with 10 sets of Mega Holds or with 15 sets of solid and/or reduced holds (Set Columns E and F for Tier 3 on the table at page 6 below), you could decide to allocate your Mega set selections to 4 ‘10-set multiples,’ leaving only 1 ‘10-set multiple’ (out of the 5 available ‘10-set multiples’ at Tier 3) for solid and reduced holds (see Col. G and H for Tier 3 at page 6 below). Thus, a total of 8 Mega sets (4 ‘10-set multiples’ x 2 FREE Mega sets per ‘10-set multiple’ = 8 Mega sets) for Col. G. That leaves you with a balance of 1 ‘10-set multiple’ (5 ‘10-set multiples’ total less 4 used for Free Mega sets = 1 left for more free holds) to use for solid and reduced set selections. You can pick any combination solid or reduced sets for a total of 3 free sets of solid and/or reduced sets (see Col. H at page 6 for Tier 3) for your 1 remaining ‘10-set multiple.’ So, to summarize this example, you picked a total of 8 Mega sets for 4 of your ‘10-set multiples’ AND a total of 3 solid and/or reduced sets for your remaining 1 ‘10-set multiple’... a total of 11 FREE sets.

(b) FREE SHIPPING. Any customer who purchases **five (5) or more sets** of Pusher holds receives free shipping, including customs fees up to \$50, from Pusher’s shipper. Customers are billed for any customs and duties in excess of \$50. Shipping is by standard trucking within North America and standard air freight on international shipments up to a single pallet. Multiple pallet shipments may be shipped by container ship at the discretion of Pusher and delivery time by seaborne shipping may take up to six (6) weeks. Shipping timelines may vary outside of Europe and North America, but fulfillment by truck or airborne usually is completed within ten (10) days from the shipping origination date. VAT fees, where applicable, are payable by the Customer and are added to the invoice amount.

(c) ANNUAL REWARDS BONUSES. Customers who purchase 30 sets or more of Pusher Climbing Holds *in any calendar year period* qualify for annual 'percentage rebates' against the sum of all purchases in the year based on gross invoice amount before charges for taxes, shipping (if any) and customs and duties. Annual Percentage Rebates are awarded and paid as follows:

- (i) 2% on purchases of 30 sets throughout the year but less than 50;
- (ii) 3% on purchases of 50 sets throughout the year but less than 70 sets;
- (iii) 4% on purchases of 70 sets throughout the year but less than 100 sets;
- (iv) 5% on purchases of 100 sets throughout the year but less than 200 sets;
- (v) 6% on purchases of 200 sets throughout the year but less than 300 sets.

Pusher sends out Percentage Rebate checks to customers on before April 15th of every year for the prior year. Customers may elect, in their sole discretion, to apply Percentage Rebates to purchases.

TIER LEVEL PURCHASING <i>(Lower Your Investment Cost; Create More Route Possibilities)</i> FREE Hold Sets Apply to Any Combination of Set Purchases in 10-set Lots					
Get more sets FREE for every 10 Sets Purchased	TIER 1 Annual Maintenance Buys	TIER 2 Multi-Facility Maintenance Buys	TIER 3 Bouldering Only Gym Build-Outs	TIER 4 Full-Service Gym Build-Outs	TIER 5 Multi-Facility Gym Build-Outs
Number of Set Purchases	10-29	30-49	50-69	70-99	100 -299
Solid Hold Sets	Buy 10 /+1 Free Buy 29 /+2 Free	Buy 30 /+6 Free Buy 49 /+8 Free	Buy 50 /+15 Free Buy 69 /+18 Free	Buy 70 /+28 Free Buy 99 /+36 Free	Buy 100 /+50 Free Buy 299 /+145 Free
Reduced Sets (Hollow Back)	Buy 10 /+1 Free Buy 29 /+2 Free	Buy 30 /+6 Free Buy 49 /+8 Free	Buy 50 /+15 Free Buy 69 /+18 Free	Buy 70 /+28 Free Buy 99 /+36 Free	Buy 100 /+50 Free Buy 299 /+145 Free
MEGA Hold Sets	Unavailable	Buy 30 /+3 Free Buy 49 /+4 Free	Buy 50 /+10 Free Buy 69 /+12 Free	Buy 70 /+21 Free Buy 99 /+27 Free	Buy 100 /+40 Free Buy 299 /+116 Free

NUMBER OF FREE SETS FOR EVERY 10 SETS YOU BUY FREE Hold Sets Apply to Any Combination of Set Purchases in 10-set Lots					
Get more sets FREE for every 10 Sets Purchased	TIER 1 Annual Maintenance Buys	TIER 2 Multi-Facility Maintenance Buys	TIER 3 Bouldering Only Gym Build-Outs	TIER 4 Full-Service Gym Build-Outs	TIER 5 Multi-Facility Gym Build-Outs
MIN. No. of Set Purchases	10	30	50	70	100
MAX. No. of Set Purchases	29	49	69	99	299
No. of FREE SETS for every 10 sets purchased: -- Solid and/or Reduced -- Mega holds	1 Free; but 0 Megs /10 sets	2 or 1 Free /10 sets	3 or 2 Free /10 sets	4 or 3 Free /10 sets	5 or 4 Free /10 sets
The last 9 sets in every Tier (within Maximum No. of Purchases) do not qualify for FREE Sets; Buyers must roll over to the next tier.					

When you factor in FREE SHIPPING in addition to the FREE SETS with higher purchase commitments, you realize a 16% (at Tier 1) to a 36% savings (Tier 5) to Pusher's retail price on every set you purchase in a given transaction. Put another way, you receive 10% more sets when you buy 10 sets... up to 50% more sets when you buy 100 sets.

3. PAYMENT FOR PRODUCT. Purchase quantities of less than 30 sets require payment to Pusher at time of purchase, in advance of delivery arrangements. Payment may be made by credit card acceptable to Company, Bank Debit Card (issued by or guaranteed by a Top 100 world bank), bank ACH or electronic fintech app acceptable to Pusher. Buyers, on purchase quantities of 30 sets and more may have their bank, at Buyer's expense, issue an Irrevocable Letter of Credit to Pusher's Bank for release of Funds to Pusher within ninety six (96) hours of receipt of Product by Buyer. Commercial and institutional buyers may apply to Pusher for credit terms.

4. SHIPPING POLICY. Customers will be advised within 24 hours of receiving their order if ranges and sets are in our stock inventory. All orders will be processed and shipped within 4 business days from date of order if all items on the order are in stock. When all items are not in stock, we will advise you and give you the choice to (a) ship a partial order while you wait for us to manufacture those sets not in stock, (b) replace items (or colors) not in stock with other in-stock items and proceed to fulfill the order, (c) hold shipment of the entire order until we can ship your entire original order together (this may take up to 60 days because of how products are produced by our manufacturer), or (d) cancel the order. All orders will be given a tracking number. Orders of five (5) sets and more will receive free shipping (see paragraph 2(b) above). Once the order has been received by the shipping provider, we are no longer responsible for the order. Issues with package location or delivery delays must be taken up with the shipping provider directly. Customers are responsible for paying for any return shipping for sets that are being returned or exchanged. Customers are also responsible for paying additional shipping if they provide an incorrect shipping address and their order is returned or undeliverable.

5. THE PLASTIC USED FOR OUR HOLDS.



Our climbing holds, unless otherwise noted in our product descriptions, are made of Dannomond® polyurethane at the plant of our contracted European manufacturer, Composite-X. Dannomond® is a high-performance pure polyurethane used in the production of all Pusher climbing holds manufactured at Composite-X. These plastics feature a superior wear resistance, bright colors, a soft, dry texture and superior strength to make it the material of choice for Pusher climbing holds. Dannomond® plastics material ensures greater longevity and ease of setting for users of Pusher holds; and the holds provide built-in safety. Unlike most materials used for climbing holds, Dannomond® will not crack to create a sudden safety problem. Instead, it will bend if it is subjected to extreme conditions. Dannomond® has an extremely high resistance to impact and resistance. Dannomond® is suitable for almost any surface, from plywood to concrete. The Dannomond® formula contains a high level of UV stabilizer that gives excellent color stability for indoor climbing walls and reasonable outdoor stability. Pusher's CEO, Jared Roth, has worked with nearly every type of plastic for climbing holds over the past 20 years. He is convinced from his manufacturing experiences and product usage that Dannomond® is by far the best, most durable, longest lasting plastic for climbing holds on the planet today. The elegance of Dannomond® in high usage/intense usage gym

environments is its anti-polishing characteristics that make it about 10x better than the next best plastic in the market. (See paragraph 13 below, “Reduce, Reuse, Recycle,” for how Pusher works with you to keep used up holds out of the trash arena to protect our environment).

6. COLOR SELECTION. All Pusher holds are available in your choice of ten (10) standard colors, all at the same quoted retail price. These colors are shown in the table below.

Color No.	Stock Color Name	RAL Code	Pantone Code
2	Bright Yellow	0000	116 C
5	Traffic Red	3020	186 C
7	Sky Blue	5015	7461 C
10	Jet Black	9005	Blac C
11	Fluoro Orange	2005	805 C
12	Fluoro Green	0	802 C
13	Fluoro Pink	0	806 C
16	Signal Violet	4008	0000
77	US 16-16 Green	0000	0000
79	Pure White	9010	0000

Please note that colors of Pusher climbing holds may appear differently on your computer monitor or printed document than they are in reality. If a color offered by Pusher is not as described, your sole remedy is to return it in unused condition for another color or cash credit.

Colors other than our standard hold colors described above (i.e., special colors) are available for an upcharge (i.e., ‘extra’ fee) of \$19 per set, where those colors are part of the Composite-X complete inventory of colors. Consult us about your desirability for colors other than our stock colors. Allow up to 60 days for production of holds in special colors.

7. OUR QUALITY PROMISE. Pusher’s goal is to put holds into the market that last forever. We do our best to deliver climbing holds that you can use safely for a long, long time. Our climbing holds are designed and shaped by our CEO, Jared Roth, and shapers personally approved by him to shape for Pusher. Each designer/ shaper is credited for design of the respective set. Manufacturing of our climbing holds starts with creation of metal framework molds used to cast our holds. The metal framework has a fiberglass backcast built into it to hold silicon skins in the correct shape, allowing us to consistently produce the same shape without deformity. These molds are used to cast holds on the production line where there are multiple points of quality control. Pusher’s hold specifications include metal washers in all of the set spots of every hold. We use

bolt-washers and set-washers to both spread out the weight distribution of a tightened screw/bolt and to make the attachment points significantly stronger. After casting the holds, Composite-X uses an additional curing step, heating each and every hold in an autoclave while the plastic is still liquid. The autoclaves are pressurized chambers that force all air bubbles out of the liquid and into the silicone mold itself, creating both an excellent looking and highly durable climbing hold. All finished holds are thoroughly inspected before they are packaged, but sometimes we miss something. If you believe you've received a damaged or defective item, please do not hesitate to reach out to us via email (info@pusher.world) so we can take care of it. We want you to love everything you purchase from us and we will work with you to make it right!

8. **OUR RETURN POLICY.** Returns and exchanges must be made within 15 business days of you receiving your order. If you are unsure of your selection for any reason, please reach out to us via email at (info@pusher.world) BEFORE placing your order to avoid the need to return or exchange sets. Customers are responsible for paying return shipping for any returned or exchanged items. After 15 days, we do not accept returns, other than approved warranty claims, without an Authorized Return Code ("ARC") and you agree in the ARC to accept a deduction from the invoice amount of 15% for a restocking charge. No ARC will be issued past seventy five (75) days from the original shipping date.

9. **YOUR ACCOUNT AND OBLIGATIONS.** If you use the Pusher website to make payment for your purchase, you are solely responsible for maintaining the confidentiality of your account information (including but not limited to your password and credit card information) and for restricting access to your computer or device. You agree to accept full responsibility for all activities that occur under your account or password and you agree to notify Pusher immediately of any unauthorized use of your account or password, or any other breach of security. You understand and agree that you may be held liable for losses incurred by Pusher and/or any other user of or visitor to the Pusher website due to someone else using your Pusher website username, password or account if you fail to keep your account information secure and confidential.

10. **RISK OF LOSS.** All items that you order and purchase from Company through the Websites are transported and delivered by an independent carrier, unaffiliated with Company. Title to the items you have purchased, as well as risk of the items' loss, passes to you once the Company delivers the items to the carrier.

11. **PRODUCT DESCRIPTIONS AND AVAILABILITY.** While Pusher tries to accurately describe its products and their availability, we neither represent nor warrant that our product descriptions, availability, and/or any other Content are free of error, complete, up to date, or reliable. A "Hold," as used in this document, shall mean a removable shape intended to be fixed on an artificial climbing structure that allows a climber to grab, step on, or otherwise leverage for climbing. All holds are packaged in combinations of one or more holds, that combination called a set ("set"). The composition of the set is determined by Pusher in its sole and absolute discretion, and packaged as a standard product. We do our best, using a Minimum Order Quantity ("MOQ") inventory system, to maintain adequate stocks of product between our factory store and Salt Lake City warehouse to provide fast fulfillment of your order. There will be times when some products are not readily

available because unusual heavy orders deleted our stocks. We will notify you within 24 hours of such fulfillment delays (see paragraph 4 “Shipping Policy,” above, for your options in such an event).

12. **PRODUCT LIMITED WARRANTIES.** Pusher warrants the structural integrity of its climbing holds for **two (2) years**. Company products are warranted to the original retail purchaser to be free from defects in materials and workmanship. All warranty items are required to be evaluated at Pusher. Decisions will be made at the sole discretion of the Company Warranty Department. If an item is covered under our warranty policy (see below), upon warranty inspection, Pusher will first seek to repair your product. If repair is not feasible or reliable then Pusher will seek to replace the product with the same or like product given availability. If you purchase a Pusher Climbing Hold from Pusher (or its authorized dealer or manufacturer’s representative) that you believe to be defective, please contact our customer service department at info@pusher.world and make arrangements to return the product to us with your receipt and proof of purchase showing the purchase date. The Company will inspect, and if a warranty issue is found, will repair or replace the product at our sole discretion. If Pusher determines that there is no warranty issue with the returned product, the product will be returned to you with a note of explanation.

PUSHER’S LIABILITY UNDER THIS LIMITED WARRANTY IS EXPLICITLY LIMITED SOLELY TO SUCH REPAIR OR REPLACEMENT. UPON EXPIRATION OF THE WARRANTY PERIOD, PUSHER SHALL HAVE NO LIABILITY UNDER THIS LIMITED WARRANTY OR OTHERWISE. THE FOLLOWING ARE EXPLICITLY EXCLUDED AND NOT COVERED BY THIS LIMITED WARRANTY: (1) DAMAGES DUE TO NORMAL USE AND WEAR; (2) DAMAGES DUE TO ABUSE OR ACCIDENTS; (3) PUSHER PRODUCTS THAT HAVE BEEN RESELED OR RESKINNED OR IN ANY WAY MODIFIED; AND (4) THE FINISH SHINE OF ANY COMPANY PRODUCT. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXCEPT AS OTHERWISE SPECIFIED ABOVE, PUSHER MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AS TO THE DESIGN, CONDITION OR QUALITY OF MATERIALS AND WORKMANSHIP TO THE PURCHASER OF THE GOODS AND/OR ANY OTHER PERSON WHATSOEVER. NOTHING CONTAINED IN THE FOREGOING SENTENCE IS INTENDED TO RELEASE THE SELLER FROM LIABILITY FOR ORDINARY DAMAGES FOR PROVEN PRODUCT LIABILITY CLAIMS.

13. **REDUCE, REUSE, RECYCLE.** While climbers are highly sensitive to damaging footprints left on the environment, the best and safest climbing holds made today (including Pusher holds) are neither compostable or recyclable. This is part of the reason why our goal is to make climbing holds that will last forever (see paragraph 7 “Our Quality Promise,” above). We are proactive in working with customers to “kindly” dispose of Pusher holds that are beyond their warranty date (on all purchases after December 31, 2020) and that the customer wants to either remove from or replace in their gym. Pusher will always be a point of proper disposal for out-of-warranty, unwanted Pusher climbing holds in your Gym. We incentivize customers, via our “Repurpose Buyback Plan,” to return Pusher holds to us that they intend to dispose of and discard. Upon notification from our customer, Pusher will pay shipping for you to return your discarded Pusher

holds to our main warehouse in the United States. Pusher’s Repurpose Buyback Plan becomes effective on January 2, 2021; we will pay you cash or grant you credit on your next purchase of Pusher holds for your discarded first quality Pusher holds according to the protocol described at the top of page 11:

	<u>AGE OF YOUR DISCARDED PUSHER HOLDS</u>	<u>% of Invoice Price Paid for Them</u>
1.	less than 5 years from Invoice Date of Product Purchase	15%
2.	5 years but under 10 years from Invoice Date of Product Purchase	10%
3.	Over 10 years from Invoice Date of Product Purchase	5%

Customers who wish to receive the full benefit of this program should provide to Pusher a copy of their original purchase invoice. Pusher will either sell your holds as used holds or, more likely, donate them to a school or sponsored youth organization. We will NOT send them to a recycling or waste facility.

14. ELECTRONIC COMMUNICATIONS. When you visit the www.pusher.world website or send emails to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by email and/or by posting notices on the websites. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

15. WARNING ABOUT SAFETY. CLIMBING AND BOULDERING AND RELATED ACTIVITIES, ARE POTENTIALLY LIFE THREATENING, HAZARDOUS, AND DANGEROUS. By purchasing or using any Pusher climbing holds in any manner, you agree that you are: (1) personally and solely responsible for: (a) learning and knowing the limits and capabilities of the holds and yourself, (b) the proper use of and techniques for such holds, (c) making responsible, sound decisions in changing situations, and (2) assuming all risks and accepting full and complete responsibility for any and all damages and injury of any kind to yourself or others, including death, paralysis, and serious injury, which may result from or is related to your use of any Pusher hold manufactured by or purchased through Pusher, its partners, Websites, or retailers. In addition, YOU AGREE TO ASSUME ALL RISKS AND ACCEPT FULL AND COMPLETE RESPONSIBILITY FOR ANY AND ALL DAMAGES AND INJURY OF ANY KIND, INCLUDING DEATH, PARALYSIS, AND SERIOUS INJURY, WHICH MAY RESULT FROM OR IS RELATED TO YOUR USE OF OR RELIANCE UPON ANY MATERIALS OR INFORMATION PRODUCED BY PUSHER, ITS PARTNERS, AND/OR THAT IS CONTAINED IN ANY COMPANY WEBSITES, CATALOGS, PUBLICATIONS, OR OTHER COMPANY MATERIALS. Resources like the Pusher Website and publications can provide useful information and tips, but they are no substitute for good decision-making, safe and appropriate use of climbing holds, or professional instruction for the numerous hazardous situations in which you may choose to use Pusher products.

16. INDEMNITY. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD PUSHER, ITS SUCCESSORS, AND ASSIGNS, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CO-BRANDERS OR OTHER PARTNERS, HARMLESS FROM ANY DEMANDS, DAMAGES, LOSS, LIABILITY, CLAIMS OR EXPENSES (INCLUDING ATTORNEYS’ FEES AND JUDGMENTS OF ANY KIND OR NATURE), MADE AGAINST OR

INCURRED BY PUSHER, BY YOU, ANY PERSON OR ENTITY ACTING ON YOUR BEHALF, AND/OR ANY THIRD PARTY RELATED TO, ARISING OUT OF OR IN CONNECTION WITH YOUR IMPROPER USE OF THE PUSHER WEBSITE, YOUR BREACH OF ANY OF THESE TERMS, AND/OR ANY OTHER VIOLATION BY YOU THAT CREATES LIABILITY FOR COMPANY.

17. APPLICABLE LAW; DISPUTE RESOLUTION; ARBITRATION; JURY AND CLASS ACTION WAIVER. By visiting the Pusher website or entering into a purchase transaction with PUSHER, you agree that:

(a) All matters relating to these Terms, and/or your access to or use of the Pusher website, including all disputes, will be governed by the laws of the United States and by the laws of the State of Delaware without regard to its conflicts of laws provisions.

(b) In the event of any controversy or dispute between Pusher and you arising out of or in connection with these Terms and/or your use of the Pusher website, Company and you shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within thirty (30) days, then either party may request that such controversy or dispute be mediated. The mediation may be conducted in person, through the submission of documents, by phone or online. If conducted in person, the mediation shall take place in Salt Lake City, Utah. If the dispute is not resolved through mediation within a reasonable time (not to exceed sixty (60) days from the mediation request), then the parties shall be free to pursue any right or remedy available to them under applicable law through binding arbitration as described below.

(c) **BINDING ARBITRATION:** In the event of any dispute arising under or relating to these Terms your access to or use of the Pusher website (including products or services sold or distributed by Company through the Pusher website), such dispute will be finally and exclusively resolved by binding arbitration. NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE ANY CLAIM IN COURT OR TO HAVE THE CLAIM DECIDED BY A JUDGE OR JURY. DISCOVERY RIGHTS, SUCH AS EACH PARTY'S RIGHT TO THE EXCHANGE OF PREHEARING INFORMATION OR PREHEARING TAKING OF SWORN TESTIMONY, MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the United States Federal Arbitration Act. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and, where appropriate, the AAA's Consumer Arbitration Rules, both of which are available at the AAA website www.adr.org. The arbitration may be conducted in person, through the submission of documents, by phone, or online, at the Company's sole discretion. If conducted in person, the arbitration shall take place in Salt Lake City, Utah. The parties may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The Federal Arbitration Act and federal arbitration law apply to these Terms.

(d) **CLASS ACTION WAIVER:** Any arbitration or proceeding shall be limited to the dispute between you and us individually. To the full extent permitted by law, (a) no arbitration or proceeding shall be joined with any other; (b) there shall be no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (c) there shall be no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

(e) You hereby irrevocably waive, to the fullest extent permitted by law, (i) any objection that you may now or hereafter have to such jurisdiction and venue and (ii) any claim that any such arbitration proceeding has been brought in an inconvenient forum. Note that the preceding provision regarding venue may not apply if you are a consumer based in the European Union, however, in all cases, the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any dispute arising out of or related to these Terms;

(f) Any and all claims arising out of or related to these Terms must be brought by you within one (1) year after the cause of action arises, or such claim or cause of action is forever and irrevocably barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation.

(g) No recovery may be sought or received by you against Pusher for damages other than your out-of-pocket expenses, excluding attorney fees.

(h) A printed version of these Terms and of any notice given in electronic form shall be admissible in any mediation or arbitration proceeding based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All headings in these Terms are for convenience or reference only and shall be ignored in construing these Terms.

(i) Pusher's failure to enforce all or any part of these Terms or respond to a breach thereof by you or any other party shall not in any way be construed as a waiver or a relinquishment of any right granted Company hereunder of the future performance of all or any part of these Terms, and your obligations set forth in these Terms shall continue in full force and effect.

(j) If any provision in these Terms is held invalid or unenforceable under applicable law, the invalid or unenforceable provision will be modified to the minimum extent necessary and deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions of these Terms will continue in full force and effect.

(k) These Terms contain the entire and final agreement regarding Pusher website and its Content and supersede any prior or contemporaneous communications between you and Pusher regarding the Pusher website.

(l) Any offer for any feature, product or service made on the Pusher websites is void where prohibited. If you choose to access the Pusher websites from outside the U.S., you are solely responsible for complying with applicable U.S. and local laws. Although the Pusher website may be accessible worldwide, not all products or features provided or offered through the website are available in all geographic locations, or available (legally or otherwise) for use outside of the U.S. Pusher reserves the right to limit, in its sole discretion, the provision and quantity of any product or feature shown on the Pusher websites to any person or geographic area.

(m) All rights not explicitly granted in these Terms are hereby reserved by Pusher.

(n) By continuing to use the Pusher Website, you hereby agree and intend to be bound by these Terms.

END OF TERMS AND CONDITIONS.

THANK YOU FOR CONSIDERING PUSHER AS A PROVIDER OF YOUR CLIMBING HOLDS.