

Terms and Conditions – SICK Canada

The terms and conditions of sale contained herein apply to all quotations made, purchase orders entered into and invoices or acknowledgements issued by any member of the SICK Group in Canada, which includes SICK Ltd., and its respective parent, subsidiary and related corporations (collectively “SICK”) to the purchaser or lessor of goods pursuant to such documents (the “Buyer”), all taken together, including these terms and conditions, constituting the agreement between SICK and the Buyer, (the “Agreement”). Such terms and conditions of sale take precedence over all Purchase Orders or other related documents in the event of conflicting provisions. In no event shall the terms contained in the Buyer’s purchase order govern. Any changes in the terms contained herein must specifically be agreed to in writing by SICK before becoming binding on either SICK or Buyer. All Purchase Orders and other related documents must be approved and accepted by SICK. These terms of sale and conditions shall be applicable whether or not they are attached to or enclosed with the Goods sold or to be sold hereunder.

1. DEFINITIONS: “*Goods*” shall mean any products, equipment and related items or parts to be sold by SICK to Buyer identified on the quotation, invoice and/or acknowledgement and includes, without limitation, all profiles of such products, equipment or related items or parts. “*Purchase Order*” shall mean a document between Buyer and SICK that authorizes the purchase, manufacture and shipment of Goods or Services, or both, including all specifications, exhibits, attachments, referenced documents and the Agreement, and including any future amendments but same shall not be binding on SICK unless explicitly accepted in writing. “*Services*” shall mean those services to be performed by SICK at the request of Buyer, in each case as specified or described in the Purchase Order or other related documentation. “*SICK*” shall mean that SICK entity listed on the reverse side hereof. “*Buyer*” shall mean that customer and purchaser listed on the reverse side hereof.

2. ACCEPTANCE - AGREEMENT: Buyer’s acceptance of this Agreement is limited to Buyer’s acceptance of the express terms and conditions contained herein in lieu of those in Buyer’s Purchase Order or other related documents. If Buyer proposes additional or different terms and conditions, then such proposal shall be in writing and will constitute a counter offer that will be effective only if SICK accepts such counter offer in writing. If SICK does not accept Buyer’s counter offer, the terms of this Agreement shall prevail.

3. PRICES: Prices for SICK’s Goods shall be in accordance with the standard price list in effect at the time SICK accepts the Purchase Order or as specified on an authorized SICK quotation in force at the time the Purchase Order is placed. All prices are subject to adjustment on account of specification, quantities, shipment arrangements or other terms and conditions which are not part of any original price quotation or standard price. SICK reserves the right to change quotations prior to acceptance based on changes to any order. Prices quoted for software are for nonexclusive, non-transferable licenses, subject to the SICK License Agreement delivered with such software, the terms of which are incorporated herein by reference (that License Agreement, the “SICK License Agreement” available at <https://www.sick.com/ca/en/w/tac/>).

4. TERMS OF PAYMENT: The following terms apply:

(a) STANDARD GOODS: All payments for Goods and Services are due within 30 days from the date of SICK’s invoice. For Goods that are back ordered, all payments are due within 30 days from the date of invoice. Back ordered Goods may be invoiced separately. Where applicable, sales and/or use taxes shall be invoiced to Buyer and upon collection shall be remitted to the proper taxing jurisdiction by SICK.

Amounts owed by Buyer with respect to which there is no dispute shall be paid without set-off for any amounts which Buyer may claim are owed by SICK and regardless of any other controversies which may exist. SICK reserves the right at any time to require full or partial payment in advance, or to revoke any credit previously extended if, in SICK’s discretion Buyer’s financial condition does not warrant proceeding on the terms specified.

Interest at 18% per annum will be charged on accounts that are past due over 30 days. Interest will be calculated monthly, not in advance, with interest on overdue interest at the same rate.

(b) LOANED GOODS: Should SICK supply Goods for evaluation by Buyer on loan, the following terms and conditions apply:

(i) Prior to shipment, SICK must have an authorized conditional Purchase Order for the Goods, in the event of

purchase, loss or damage, clearly indicating that title to the Goods on loan remains with SICK and providing SICK the right to invoice for Goods not returned at the end of the agreed evaluation period.

(ii) Shipping charges for loaned Goods will be paid by Buyer.

(iii) All Goods placed with Buyer for evaluation that require SICK installation services will carry a charge for installation and training. Buyer shall maintain adequate insurance on loaned Goods. Buyer shall pay SICK promptly for any loss or damages to the Goods on loan.

(iv) Add-ons to SICK's Goods on loan which require SICK installation services will incur additional installation and training charges.

5. PRICE STRUCTURE: All Goods furnished hereunder will be shipped "FCA SICK's Premises". Shipments will be made "Best Way" prepaid and shipping charges incurred shall be added to the invoice. SICK shall determine the "Best Way" for shipment of the Goods. SICK will not assume any liability in connection with shipment nor deem any common carrier as its agent.

6. SHIPPING SCHEDULE: All shipping dates are tentative. SICK reserves the right to ship up to thirty (30) days in advance of shipping date, unless a specific shipping schedule is agreed to by the parties in writing. SICK will ship the Goods in accordance with the shipping instructions and freight terms outlined in this Agreement.

7. WARRANTY: The Buyer shall inspect all Goods received from SICK immediately on delivery by the Buyer's agent to ensure the Goods are complete and free from defects. Damage, defects or incorrect or incomplete deliveries as well as any deviation from the delivery note or invoice must be reported to in writing SICK within 48 hours of receipt of the goods in writing. Damage sustained during transport is at the risk of the Buyer. If SICK is advised of such damage, defect or error within such time, delivery will be deemed to have been accepted by Buyer. If a defect in the goods supplied is SICK's responsibility and exists at the time of transfer of risk, SICK shall within a commercially reasonable period of time, at its exclusive option, either (i) repair the defect; or (ii) promptly make a replacement good or part available.

8. WARRANTY ON PURCHASED ITEMS: With the exception of lamps, fuses, relays and other expendable components (which are not subject to any warranty whatsoever), subject to this Section 0, Goods purchased from SICK are warranted to be free from manufacturing and material defects for a period of one (1) year from the date of shipment to the Buyer when used under normal operating conditions, ordinary wear and tear excepted. Claims by Buyer must be made in writing with full particulars within such one (1) year period. Subject to inspection of the defective Goods by SICK and confirmation of such defect, such defective Goods reported to SICK as required by this Section 0 will be repaired or replaced at SICK discretion at SICK's facility. With any allowed defect claim, SICK will, at its sole option, either replace the affected Goods or repair the defect. Goods shall not be returned without the consent of SICK and a valid Return Authorization Number.

This warranty expressly set forth in Section 0 is the sole and exclusive warranty made by SICK with respect to purchased Goods and Services. SICK MAKES NO OTHER WARRANTY, CONDITION OR OBLIGATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SICK AND EXCLUDED FROM THIS AGREEMENT. In no event shall SICK be responsible for damages including, but not limited to, consequential damages, liquidated damages or lost profits of any nature whatsoever.

9. SOFTWARE: With respect to any of SICK's software purchased hereunder, the terms of purchase, in addition to those contained herein, shall be found in the SICK License Agreement.

10. PERFORMANCE: Where system productivity figures have been stated or implied they are understood to be estimates based on field and application data available to SICK at the time and are not guaranteed or warranted by SICK since they are contingent on the internal processes of Buyer, or other factors beyond the control of SICK. Any alterations, additions, changes or improper use or care of the Goods by Buyer will void the above stated warranty provisions. Subsequent service for loaned or purchased Goods, if desired by Buyer after the warranty, may be available in accordance with one of SICK's Maintenance Service Plans.

11. ACCEPTANCE – GOODS OR SERVICES: Buyer shall carry out acceptance within a period of two (2)

weeks upon completion of the Goods, upon the delivery of the Goods and/or upon completion of the Services rendered. If the Buyer fails to accept within the aforesaid period, acceptance shall be deemed granted. Acceptance may not be withheld and the Goods and Services may not be rejected due to insubstantial nonconformity.

12. RETENTION OF TITLE: Buyer agrees and warrants to SICK that any Goods purchased pursuant to this Agreement remain the property of SICK until all charges for such Goods have been paid in full. For as long as this retention of title exists, the Buyer agrees not to sell, pawn, rent, loan, consign or otherwise dispose of or encumber the Goods supplied and further agrees to identify the goods supplied as SICK property. Notwithstanding such retention of title, the risk of damage and destruction to the Goods until title passes to the Buyer shall be the responsibility of the Buyer. The Buyer shall, for as long as the retention of title exists, insure the Goods supplied against all risks and pay to SICK all proceeds from such insurance for any balance owing. Should the Buyer breach this Agreement or fail to pay the amounts to SICK when due, Buyer loses its right to ownership and shall deliver the Goods to SICK at once. Upon default in payment for the goods, SICK shall be entitled to enter upon the premises where the Goods are located and to take possession of them at the cost and expense of the Buyer. Upon taking possession, SICK shall be entitled to sell the Goods upon two weeks' written notice to Buyer on the open market at a reasonable price, on behalf of and for the account of the Buyer, or in SICK's own name. Should the proceeds be insufficient to fulfill SICK's claim, the Buyer shall remain indebted for the outstanding amount together with any costs associated with enforcement and sale of this provision. SICK shall deliver any excess proceeds from such sale to the Buyer after all debts, including costs and expenses have been applied.

13. GENERAL INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO INDEMNIFY, DEFEND, PROTECT, RELEASE AND HOLD HARMLESS SICK AND ITS RESPECTIVE PARENT AND AFFILIATE COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES AND INSURERS (COLLECTIVELY "INDEMNITEE"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND LEGAL FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR LOSS OR DAMAGE TO ANY PROPERTY (INCLUDING WITHOUT LIMITATION, CLAIMS FOR POLLUTION AND ENVIRONMENTAL DAMAGE), AND ANY CIVIL OR CRIMINAL FINES OR PENALTIES, ARISING IN FAVOUR OF ANY THIRD PARTY OR GOVERNMENTAL AGENCY OR ENTITY, OR ANY INDEMNITEE AND THEIR EMPLOYEES' REPRESENTATIVES AND BENEFICIARIES, IN CONNECTION WITH OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN ANY WAY INCIDENTAL TO THE PERFORMANCE OF THIS AGREEMENT OR THE GOODS AND SERVICES PROVIDED HEREUNDER (COLLECTIVELY "LIABILITIES"). IT IS THE INTENTION OF SICK AND BUYER THAT SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE LIABILITIES ARISE IN WHOLE OR IN PART FROM THE ACTUAL OR ALLEGED COMPARATIVE, CONCURRENT, ACTIVE, PASSIVE, OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEE. THIS INDEMNITY INCLUDES BUYER'S AGREEMENT TO PAY ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING WITHOUT LIMITATION LEGAL FEES, INCURRED BY ANY INDEMNITEE. THIS INDEMNITY SHALL APPLY, WITHOUT LIMITATION, TO ANY LIABILITIES IMPOSED ON ANY PARTY INDEMNIFIED HEREUNDER AS A RESULT OF ANY STATUTE, RULE, REGULATION OR THEORY OF STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, STRICT STATUTORY LIABILITY. THE OBLIGATION OF INDEMNIFICATION HEREUNDER SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: (I) LIENS BY THIRD PERSONS AGAINST ANY INDEMNITEE AND THEIR PROPERTY, BECAUSE OF LABOUR, SERVICES, MATERIALS, OR ANY OTHER TYPE OF LIEN, FURNISHED TO BUYER, ITS ASSIGNEES, CONTRACTORS OR SUBCONTRACTORS, IN CONNECTION WITH THE GOODS SUPPLIED BY SICK, (II) EXPENSES, CLAIMS, FINES, AND PENALTIES OR OTHER ENFORCEMENT CHARGES, RESULTING FROM THE FAILURE OF BUYER TO ABIDE BY ANY AND ALL VALID AND APPLICABLE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY WITH JURISDICTION. IT IS UNDERSTOOD AND AGREED BY BUYER THAT IN THE EVENT ANY INDEMNITEE IS MADE A DEFENDANT IN ANY SUIT, ACTION OR PROCEEDING FOR WHICH AN INDEMNITEE IS INDEMNIFIED PURSUANT TO THIS AGREEMENT, AND BUYER FAILS OR REFUSES TO ASSUME THE DEFENSE THEREOF, THAT INDEMNITEE MAY COMPROMISE AND SETTLE OR DEFEND ANY

SUCH CLAIM, AND BUYER SHALL BE BOUND AND OBLIGATED TO REIMBURSE INDEMNITEE FOR THE AMOUNT EXPENDED BY INDEMNITEE IN SETTLING AND COMPROMISING ANY SUCH CLAIM, OR FOR THE AMOUNT EXPENDED BY INDEMNITEE IN PAYING ANY JUDGMENT RENDERED THEREIN, TOGETHER WITH ALL REASONABLE LEGAL FEES INCURRED BY INDEMNITEE FOR DEFENSE OR SETTLEMENT OF SUCH CLAIM. ANY JUDGMENT RENDERED AGAINST INDEMNITEE OR AMOUNT EXPENDED BY INDEMNITEE IN COMPROMISING OR SETTLING SUCH CLAIM SHALL BE CONCLUSIVE AS DETERMINING THE AMOUNT FOR WHICH BUYER IS LIABLE TO REIMBURSE SUCH INDEMNITEE HEREUNDER. ALL REPRESENTATIONS, CONDITIONS, WARRANTIES, INDEMNITIES AND OTHER UNDERTAKINGS OF BUYER AND ALL CLAIMS, RIGHTS AND REMEDIES OF SICK SHALL SURVIVE DELIVERY, PERFORMANCE INSPECTION, TESTING, ACCEPTANCE, USE AND PAYMENT. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Agreement, such legal limitations are made a part of the indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

14. INDUSTRIAL SAFETY: Buyer agrees to obtain advance written permission from SICK before removing, disabling or modifying supplied safety equipment and markings on the Goods. Buyer further agrees not to knowingly operate SICK's Goods with inoperative, defective or missing safety equipment or markings.

15. PATENT INDEMNITY: SICK warrants that the Goods supplied hereunder do not infringe any Canadian patent. No sale of any Goods shall be construed as granting to Buyer any license or other right in or to any copyright, trademark or other proprietary right applicable to the Goods.

If Buyer alters the Goods, which makes the Goods subject to an infringement suit or if the Goods produced by Buyer are subject to an infringement suit or if the Goods supplied hereunder are manufactured in accordance with any requirements specified by Buyer, this warranty shall not apply.

Subject to the foregoing paragraph, SICK agrees to indemnify, defend, and hold harmless Buyer against any liabilities, judgments, awards and costs, including costs of investigation, court costs and legal fees and expenses, arising out of or related to any claim that Buyer's use or possession of the Goods infringes or violates the copyright, trade secret, patent or any other proprietary right of any third party. SICK shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Buyer gives SICK reasonably prompt notice of any such claim of which it learns. If the Goods involved in any infringement claim or action are held to constitute an infringement and the use thereof may be enjoined, SICK shall, at its own expense, use its best efforts to either: (i) procure for Buyer the right to continue using such Goods; or (ii) modify the Goods to become non-infringing; or (iii) replace the Goods with equally suitable, compatible and functionally equivalent non-infringing Goods. However, SICK's indemnification obligations to Buyer shall not exceed the amount paid by Buyer to SICK pursuant to this Agreement.

16. DATA AND PROPRIETARY RIGHTS IN DATA: SICK normally supplies all necessary data for the proper installation, testing, operation and maintenance of its Goods. This data is proprietary in nature and may be so marked. Buyer agrees to hold the data in confidence and shall be liable for all loss or damage incurred by SICK as a result of the improper or unauthorized use of such data. SICK retains for itself all proprietary rights in and to all design, engineering details, and other data pertaining to any Goods and to all discoveries, inventions, patent rights, and other intellectual property rights, arising from work done in connection with the Agreement and to any and all Goods developed as a result thereof, including the sole right to manufacture and re-sell to third parties' any and all such Goods.

17. PROPRIETARY INFORMATION - CONFIDENTIALITY – ADVERTISING: All commercial, financial, technical information in any form that SICK provides to Buyer, or that comes into the possession of Buyer, shall be deemed to be proprietary and confidential, and Buyer shall not disclose such information to third parties or use such information without the prior written consent of SICK, which SICK may arbitrarily withhold. The restrictions of this paragraph shall also apply to drawings, specifications, or other documents and data prepared in connection with this Agreement.

18. CANCELLATION: Orders accepted by SICK cannot be cancelled or deferred nor can Goods be returned except with the consent of SICK and upon terms (including payment to SICK of a cancellation charge as detailed below) that will indemnify SICK against all loss including the loss of profit on any part of the order that is cancelled, deferred or Goods returned. When a return of Goods is authorized by SICK and a Return Authorization Number has been granted, shipping and customs clearance charges of said returned Goods are to be prepaid by Buyer.

SICK shall have the right to suspend or cancel this Agreement at any time upon Buyer making an assignment for the benefit of creditors or becoming bankrupt or insolvent, or upon an application being filed in a court of competent jurisdiction proposing the appointment of a receiver, manager, trustee, monitor or other person with like powers or if Buyer is adjudicated as bankrupt or insolvent or reorganized under the provisions of any applicable bankruptcy or insolvency act.

Minimum cancellation charges will be assessed in the following manner:

Standard Goods: Cancellation within **30 days** of requested ship date – charges will be 15% of the Purchase Price.

Cancellation **greater than 30 days** of requested shipping date – cancellation charges may vary.

Custom Goods, Services: Cancellation charges will be billed at the actual costs incurred at the time of cancellation.

19 SOFTWARE UPDATES: Software updates may be made available by SICK from time to time in its sole discretion. With respect to any of SICK's software purchased hereunder, the terms of purchase, in addition to those contained herein, shall be found in the SICK License Agreement, the terms of which are incorporated hereby by reference.

20. SECURITY INTEREST: SICK reserves and Buyer grants to SICK a security interest in all Goods sold, leased or loaned hereunder and all proceeds therefrom to secure the full payment and performance by Buyer of its present and future liabilities and obligations to SICK hereunder. Buyer agrees that SICK may register a financing statement with regard to such security interest against Buyer pursuant to the *Personal Property Security Act* applicable in the province or similar legislation applicable in the jurisdiction to which the Goods are delivered. Buyer shall take all actions that SICK requests to perfect, to obtain and to maintain SICK's first priority of that security interest, and Buyer shall pay or reimburse SICK for, all fees, taxes and other costs that are incurred in connection with maintaining and perfecting such priority and security interest. To the extent permitted by law, Buyer waives the requirement of being provided with a copy of any financing or verification statement or renewal thereof.

21. SUBSTITUTIONS AND MODIFICATIONS OF PRODUCTS: SICK may modify the specifications of Goods designed by SICK and/or substitute substantially conforming Goods provided the modifications and/or substitutions do not adversely affect the performance of these products.

22. FORCE MAJEURE: A force majeure delay shall mean any delay caused by, but not limited to, an act of God; government action or failure of the government to act; war or acts of the public enemy; strike or other labour trouble; fire; floods; severe weather; riots or other causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further that such party is unable to make up for such delay with reasonable diligence and speed. If any force majeure delay prevents SICK's performance of its obligations hereunder, the delivery date or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay; however, SICK shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. Buyer may delay delivery or acceptance of the Goods and/or Services or performance due to acts of force majeure or other causes beyond its control. SICK shall hold such Goods and/or Services at the direction of Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible for SICK's reasonable additional costs in holding the Goods and/or Services or delaying performance under this Agreement.

23. ENTIRE AGREEMENT: This Agreement and documents incorporated by reference hereto constitute the entire agreement between the parties hereto and supersede all prior proposals, negotiations and counterproposals. The parties intend this Agreement as a final expression of their agreement and as a complete and exclusive statement of the terms and conditions thereof. No course of prior dealings between the parties shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in the course or performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

24. ASSIGNMENT: Buyer shall not assign this Agreement nor delegate any duties or assign any obligations without SICK's prior written consent, and any such attempted delegation or assignment shall be void.

25. WAIVER OF DEFAULT: No provisions of this Agreement shall be waived or be construed to be waived by SICK unless such waiver is in writing and signed by SICK. No failure on the part of SICK to exercise any of the rights, remedies, and options granted hereunder or to insist upon strict compliance by Buyer and no custom or practice of the parties at variance with the terms hereof shall constitute any waiver of SICK's rights to demand exact compliance with the terms hereof. A waiver by SICK with respect to a specific default by Buyer shall not affect nor impair the rights of SICK with respect to any delay or omission to exercise any right arising from any subsequent default.

26. SEVERABILITY AND CONSTRUCTION: The invalidity or unenforceability of any provision of this Agreement shall not impair the validity or enforceability of any other provision. The captions and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement nor limit or amplify the terms and provisions hereof. The terms used in this Agreement shall include the plural as well as the singular and the liability of Buyer, if more than one, shall be joint and several. All rights, powers, privileges and remedies conferred herein upon the parties shall be cumulative and are in addition to any rights powers, privileges and remedies available to the parties by statute or otherwise at law or in equity.

27. COMPLIANCE WITH LAWS: Buyer shall carry out the transaction contemplated by this document and shall otherwise deal with the Goods purchased in conformity with all applicable laws, rules, and regulations of all governmental authorities.

28. GOVERNING LAW AND JURISDICTION: This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada, excluding their conflict of laws provisions and the provisions of the United Nations *Convention for the International Sale of Goods*. Any action, claim, litigation or dispute resolution brought under this Agreement shall be brought before a court of competent jurisdiction sitting in Toronto in the Province of Ontario.

29. DISPUTES GENERALLY: Notwithstanding any other provision of the Agreement, any dispute between SICK and Buyer which arises out of or in connection with the Agreement or the performance of either party's obligations hereunder shall be resolved by arbitration conducted in accordance with the *Arbitration Act, 1991* (Ontario). Any such arbitration shall be conducted in Toronto, Canada. The parties shall agree on a single arbitrator. If the parties cannot agree on a single arbitrator, either party may apply to the Ontario Superior Court of Justice sitting in Toronto for the appointment of an arbitrator. The rules for such arbitration shall be agreed upon by the parties but, failing agreement, shall be determined by the arbitrator. Each party shall bear its own fees, costs and expenses with respect to any such arbitration except that the parties shall share the costs of the arbitrator equally. The decision of the arbitrator shall be binding, final and conclusive and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.