

# General ordering conditions

TSI.PROFESSIONAL Training/TSI.PROFESSIONAL Update Training  
TSI.INTENSIVE Training  
Status: March 2024

# Table of contents

1. Included services	3
2. Testing and TSI.PROFESSIONAL status	3
3. Prices and additional costs	4
4. Terms of payment	4
5. Participation of the client	5
6. Registration	5
7. Cancellations	5
8. Copyright	6
9. Total liability	6
10. Final provisions	7

# 1. Included services

The service of an online training is as follows:

- Project coordination and administration
- Access to the e-learning platform
- Training preparation
- Implementation of the training
- Provision of training materials (digital)
- Provision of the criteria catalogs (exemplary, digital): TSI.STANDARD and TSI.EN50600
- Issuance of a certificate of attendance (digital)

The service of a classroom training is as follows:

- Project coordination and administration
- Training preparation
- Implementation of the training
- Provision of training materials (digital)
- Provision of the criteria catalogs (exemplary, digital and in paper, if available): TSI.STANDARD and TSI.EN50600
- Catering during the training
- Issuance of a certificate of attendance (digital)

The service of an optional exam at the TSI.PROFESSIONAL Training is as follows:

- Conducting the optional exam (online)
- Award of TSI.PROFESSIONAL status for 24 months
- Listing as TSI.PROFESSIONAL on the TÜVIT website
- Issuance of the certificate of attendance with examination mark (digital)

The service of an optional exam at the TSI.INTENSIVE Training is as follows:

- Review of the participants' CVs (to be provided by the participant at least 2 weeks before the training)
- Conducting the optional exam (online)
- Evaluation of the test results
- Award of an additional status, if the participant is also listed as TSI.PROFESSIONAL
- Issuance of a certificate of attendance with or without an examination mark (digital)

## 2. Exam and TSI.PROFESSIONAL status

TÜVIT offers an optional exam (multiple choice, 30 questions) in connection with the TSI.PROFESSIONAL Training. The questions are based on the contents of the training as well as within the TSI.INTENSIVE Training. The exam must be taken online via the e-learning platform within 3 days of completing the training (or by arrangement). For this purpose, participants receive a time-limited access link and then have 60 minutes to answer the questions.

TÜVIT awards a TSI.PROFESSIONAL status if the training participant meets the following requirements:

- At least three years of relevant professional experience in the data center environment (as a data center designer, data center operator, data center operator, or similar) in the relevant technical areas of energy supply and/or cooling systems; a meaningful CV (with relevant proof of qualifications and/or experience) must be submitted at least two weeks before the start of the training (only for TSI.INTENSIVE).
- Placement of an order of the optional exam
- Participation in the TSI.PROFESSIONAL/ TSI.INTENSIVE Training course
- Successful completion of the exam at the end of the training

The TSI.PROFESSIONAL status is valid for 24 months and can be renewed during the one-day TSI.PROFESSIONAL Update Training for another 24 months. The update training will probably take place on two dates per year.

After the validity of the status has expired, it is grayed out for 12 months. If no update training is attended during this transition period, the status will expire from the list.

Upon successful completion of the TSI.INTENSIVE Training exam, the participant will receive an additional designation, e.g. [POW], [ACV], [EN/ISO], if already listed as TSI.PROFESSIONAL. The validity period of the additional award is linked to the TSI.PROFESSIONAL status. If the participant is not listed as a TSI.PROFESSIONAL, he/she will only receive an examination note on his/her certificate of participation.

## 3. Prices and additional costs

TÜVIT offers the **TSI.PROFESSIONAL Training** (online/presence) at the following conditions:

- The price is € 2,950.00 per participant.
- The price for the optional exam is € 350.00 per participant.

TÜVIT offers **TSI.PROFESSIONAL Update Training** (online) at the following conditions:

- The price is € 1,500.00 per participant.

TÜVIT offers the **TSI.INTENSIVE Training** (presence) at the following conditions:

- The price is € 1,150.00 per module and per participant.
- The price for the optional examination is € 350.00 per module and per participant.

Within the **TSI.PROFESSIONAL Training**, TÜVIT offers the possibility to retake a failed exam.

- The price is € 350.00 per participant.

## 4. Terms of payment

The total amount will be invoiced after the order and before the training is carried out. The invoice must be paid no later than 5 working days after receipt and without deduction by bank transfer to the account specified in the invoice.

The invoice must be paid to the account specified in the training contract. In case of non-payment of the invoice, TÜVIT reserves the right to exclude the participant from the training.

Applicable taxes and fees levied by local government or institutions are born by the client.

# 5. Participation of the client

TÜVIT will carry out the offered services as far as possible independently, but in coordination and agreement with the participant. The following obligations are borne by the participant during the planned training:

- In case of an optional examination, the participant provides TÜVIT with a meaningful curriculum vitae, qualifications and proof of experience at least 2 weeks before the training. (only with TSI.INTENSIVE).
- The participant is responsible for the timely settlement of the invoice.
- The participant uses a quiet room suitable for training purposes, which should have a good internet connection, web cam, laptop or tablet (only for online event).
- During the training, the camera should always be on and the microphone off to promote communication/interaction between participants, except when the participant is engaged in a discussion or wants to ask a question (online event only).
- The participant must not communicate with external persons or other participants during the examination.

TÜVIT shall not incur any costs from the aforementioned duties to cooperate.

# 6. Registration

If the number of confirmed registrations is too low (min. 4 participants required), we reserve the right to cancel the training at least 7 days before the start of the course.

Registration for the respective training is possible at the latest 14 days before the start of the course.

There is no right to participate in courses with a limited number of participants.

In order to conduct the training effectively, the number of participants is limited to a maximum of 12 people.

# 7. Cancellations

Cancellations must be submitted to us in written or electronic form.

The cancellation costs are charged as follows:

- Cancellation up to 11 working days before the start of the course: no cancellation fee.
- Cancellation up to 6 working days before the beginning of the course: the cancellation fee is 50% of the course fee.

- Cancellation at least 5 working days before the beginning of the course: the cancellation fee is 100% of the course fee.

As an alternative to canceling your participation in the training, you can also nominate another participant.

In the event of a course cancellation on our part due to force majeure or other unforeseeable circumstances (e.g. accident, illness of the instructor), the liability of

TÜV Informationstechnik GmbH is limited to the reimbursement of the course fee, insofar as these were incurred in the first place.

Reasons for cancellation without notice by the organizer are, in particular, a sustained or serious disruption of the training, repeated unexcused absence from the training, default in payment of more than two install-

ments or repeated default in payment despite two written reminders as well as withdrawal or revocation of commissioned services by other cost units.

The cancellation conditions also apply to package bookings. In this case, the cancellation costs will be deducted proportionally from the package balance.

## 8. Copyright

We reserve all rights, including those of translation, reprinting and reproduction of the training documents. No part of the training and examination documents may be reproduced in any form (photocopy, microfilm or any

other method), including for the purposes of teaching, without prior written consent, and in particular processed, copied, distributed or used for public reproduction using electronic systems.

## 9. Total liability

The Contractor's liability is based on the statutory provisions for compensation for damage if the Principal asserts claims for damages based on intent or gross negligence, to include intent or gross negligence of the Contractor's representatives or vicarious agents, or if the Contractor culpably violates a material contractual obligation. Material contractual obligations are obligations, which enable the proper performance of the Agreement in the first place and on the performance of which the contract partner usually relies and is expected to rely. Insofar as the Contractor cannot be accused of intentional violation of a contractual obligation, the liability for damages in the above cases is limited to foreseeable damage typically incurred in connection with agreements of this nature. Accordingly, the Contractor is in these cases liable for property and material damages up to a maximum of 500,000.00 € per damage event. If the Principal is a Consumer the liability limitations set forth in this section neither apply in case of intentional violations of a contractual obligation or nor in case of gross negligence. In connection with this

contract, the liability of TÜVIT for damages caused by negligence shall be limited to the above mentioned sum (500,000.00 €) regardless of the legal basis. However, TÜVIT shall be liable without limitation in case of wilful causing of the damage. The assertion/claiming of damages shall be excluded after expiry of a 12-months-period from the date of delivery. This limitation of liability shall apply equally with respect to the employees, senior executives and company/executive organs of TÜVIT. TÜVIT may in its sole discretion postpone, suspend, cancel or terminate any activities if in the opinion of TÜVIT such situation may cause a risk to the health or well-being of TÜVIT's personnel, subcontractors or suppliers in view of the potential epidemic threats such as but not limited to Covid-19, etc. For the avoidance of doubt, TÜVIT shall bear – irrespective of the legal basis – no liability whether directly nor indirectly vis-à-vis the client including but not limited to penalties, liquidated damages, loss of profit, etc. in case of such postponement, cancellation or termination.

# 10. Final provisions

In addition, the General Terms and Conditions of TÜV NORD GROUP become an integral part of the contract. You can read or download their content on the website <https://www.tuev-nord.de/en/general-terms/>. We will also be happy to send you our General Terms and Conditions on request.

You can find the data protection information of TÜV Informationstechnik GmbH on our website at <https://www.tuvit.de/en/meta/privacy-policy/>.

The place of jurisdiction for all legal disputes arising from the booking vis-à-vis entrepreneurs and legal entities under public law or special funds under public law is Essen.

**TÜVIT**

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