

General Terms & Conditions

CDCP® – Certified Data Center Professional
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1. Contractual Services

Registration for ILT (Instructor Led Training) includes the following services:

- Course conducted by a live instructor in a physical classroom setting
- Student E-book/ (training institute determines the format)
- Exam (training institute determines the format i. e. paper-based, web-based, EXIN Anywhere)
- Project coordination and administration
- Preparation of the training
- Issuance of a certificate by EXIN

Registration for Exam retake includes the following services:

- Exam voucher for EXIN Anywhere (remote proctored exam which can be taken from any location)
- Issuance of a certificate of attendance (digital) via the e-learning platform upon successful completion of the examination

2. Prices and Additional Costs

TÜV NORD offers the trainings under the following conditions:

Participation fee including examination/certification

- The price is € 2.100,00 plus VAT per participant (incl. e-book, incl. catering).

Travel expenses, hotel costs, etc. are borne by the course participant themselves.

3. Terms of Payment

The total amount will be invoiced after the order and upon completion of the training. The invoice must be paid within 30 days of receipt without deductions to the account specified in the invoice.

4. Registration

Registration should generally be completed via the [online form](#).

5. Cancellations

Cancellations must be submitted to TÜV NORD in written form (TÜV NORD CERT GmbH, Business Entity IT, Am TÜV 1, 45307 Essen) or electronic form (sales@datacenter@tuev-nord.de). The cancellation fees are calculated as follows:

- Cancellation up to 20 working days before the start of the training: no cancellation fee.
- Cancellation up to 10 working days before the start of the training: cancellation fee is 50 % of the training fee.
- Cancellation at least 5 working days before the start of the training: the cancellation fee is 100 % of the training fee.

As an alternative to cancelling participation in the training, other participants can be nominated.

In the event of a training cancellation by TÜV NORD due to force majeure or other unforeseeable circumstances (e. g. accident, illness of the trainer), TÜV NORD's liability is limited to the reimbursement of the training fee, insofar as it has been incurred.

Reasons for immediate termination by TÜV NORD include, in particular, persistent or serious disruption of the training, repeated unexcused absence from the training, payment default on more than two installments, or repeated payment default despite two written reminders, as well as the withdrawal or revocation of commissioned services by other cost centers.

The cancellation conditions also apply to package bookings. In this case, the cancellation costs are deducted proportionally from the package credit.

6. Copyright

The data and documents provided during the training for the purpose of participant education are created with customary care. Use is only permitted within the scope of the contractually agreed purpose. All rights, including those of translation, reprinting, and reproduction of the training materials, are held by TÜV NORD. Nor part of the training materials may be recorded in any form (photocopy, microfilm, or any other method), including for educational purposes, without prior written consent, nor may they be processed, duplicated, distributed, or used for public presentation, especially using electronic systems.

7. Force Majeure Clause

Neither the client nor the contractor is obligated to fulfill obligations under this contract if such fulfillment is hindered or prevented by circumstances of force majeure, particularly war, civil unrest, strike, flood, or other natural disasters, as well as national or local governmental regulations. The party prevented from fulfilling its obligations shall promptly notify the other party in writing. Furthermore, the party hindered in fulfilling its obligations is required to make every effort to minimize the obstacles. Upon the cessation of the force majeure circumstances, the party hindered in fulfilling its obligations shall promptly resume the fulfillment of its obligations.

8. Data Protection

The data protection information of TÜV NORD CERT GmbH can be found [here](#).

9. Severability Clause

Should individual provisions be invalid or unenforceable, or become invalid or unenforceable after the contract is concluded, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a valid and enforceable regulation shall apply, whose effects come closest to the economic objective pursued by the contractual parties with the invalid or unenforceable provision. The above provisions apply accordingly in the event that the terms and conditions prove to be incomplete.

10. Overall Liability

The liability of the contractor is determined according to the statutory provisions on damages if the client asserts claims for damages based on intent or gross negligence, including intent or gross negligence by the contractor's representatives or vicarious agents, or if the contractor culpably breaches a significant contractual obligation. Significant contractual obligations are those whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the contractual partner regularly relies and may rely.

Insofar as the contractor cannot be accused of intentionally breaching a contractual obligation, liability for damages in the aforementioned cases is limited to the foreseeable damage typically associated with such agreements. Accordingly, the contractor is liable in these cases for material and financial damages up to a maximum amount of € 500,00.00 per damage event. If the client is a customer, the liability limitations mentioned in this section do not apply in cases of intentional breach of a contractual obligation or gross negligence.

In connection with this contract, TÜV NORD's liability for negligently caused damages, regardless of the legal basis, is limited to the above-mentioned sum (€ 500,00.00). However, in cases of intentional damage causation, TÜV NORD is liable without limitation. Claims for damages are excluded after a period of 12 months from the delivery date. This limitation of liability applies equally to the employees, senior executives, and bodies of TÜV NORD.

TÜV NORD may postpone, interrupt, terminate, or cancel the contractually agreed service provision if, in TÜV NORD's opinion, there is a risk to the health of its employees, subcontractors, or suppliers due to an epidemic threat such as Covid-19, etc. Should TÜV NORD exercise this right, there is no obligation to pay damages, contractual penalties, or any other liability for TÜV NORD in the event of such postponement, cancellation, or termination, regardless of the legal basis.

11. Final Provisions

Otherwise, the General Terms and Conditions of the TÜV NORD GROUP apply, provided you are not a consumer. These can be viewed at <https://www.tuev-nord-group.com/de/kontakt-services/allgemeine-geschaeftsbedingungen/>.

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