
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 2)

Carrier Global Corporation

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

14448C104

(CUSIP Number)

**Viessmann Generations Group GmbH & Co. KG
Im Birkenried 1
35088 Battenberg (Eder)
Germany
+49 (0) 6452 9296 000**

**With a copy to:
Leo Borchardt
Davis Polk & Wardwell London LLP
5 Aldermanbury Square
London NW5 3LH
United Kingdom
Telephone: +44 20 7418 1334**

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

November 12, 2024

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Name of Reporting Person Viessmann Generations Group GmbH & Co. KG (previously known as Viessmann Group GmbH & Co. KG)	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Germany	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 58,608,959 (See item 5)
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 58,608,959 (See item 5)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 58,608,959 (See item 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 6.53% (See item 5)	
14	Type of Reporting Person (See Instructions) PN	

1	Names of Reporting Person Viessmann Komplementär B.V.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization The Netherlands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 58,608,959 (See item 5)
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 58,608,959 (See item 5)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 58,608,959 (See item 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 6.53% (See item 5)	
14	Type of Reporting Person (See Instructions) CO	

1	Names of Reporting Person Viessmann Beteiligungs AG	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Switzerland	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 0 (See item 5)
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 0 (See item 5)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 0 (See item 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 0% (See item 5)	
14	Type of Reporting Person (See Instructions) CO	

1	Names of Reporting Person Viessmann Zweite Beteiligungs B.V.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization The Netherlands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 58,608,959 (See item 5)
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 58,608,959 (See item 5)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 58,608,959 (See item 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 6.53% (See item 5)	
14	Type of Reporting Person (See Instructions) CO	

1	Names of Reporting Person Maximilian Viessmann	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Germany	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 58,608,959 (See item 5)
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 58,608,959 (See item 5)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 58,608,959 (See item 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 6.53% (See item 5)	
14	Type of Reporting Person (See Instructions) IN	

1	Names of Reporting Person Viessmann Traeger HoldCo GmbH (previously known as Johanna 391 Vermögensverwaltungs GmbH)	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Germany	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 41,026,271 (See item 5)
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 41,026,271 (See item 5)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 41,026,271 (See item 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 4.57% (See item 5)	
14	Type of Reporting Person (See Instructions) OO	

Explanatory Note

This Amendment No. 2 (this “Amendment”) amends and supplements the Schedule 13D originally filed with the Securities and Exchange Commission (the “SEC”) on January 9, 2024 (the “Original Schedule 13D”), as amended by Amendment No. 1 as filed on March 21, 2024 (the “Amendment No. 1”) (as so amended, the “Schedule 13D”) by (i) Viessmann Generations Group GmbH & Co. KG (previously known as Viessmann Group GmbH & Co. KG), a limited partnership (*Kommanditgesellschaft*) organized under the laws of Germany (“Viessmann Group KG”), (ii) its sole general partner, Viessmann Komplementär B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (“Viessmann GP”), (iii) its then-managing limited partner, Viessmann Beteiligungs AG, a corporation (*Aktiengesellschaft*) organized under the laws of Switzerland (“Viessmann Old LP”), (iv) Maximilian Viessmann, as a director and the controlling stockholder of each of Viessmann GP and Viessmann Old LP, and (v) Viessmann Traeger HoldCo GmbH (previously known as Johanna 391 Vermögensverwaltungs GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany and a direct wholly owned subsidiary of Viessmann Group KG (“Viessmann HoldCo”). This Amendment serves as the initial Schedule 13D filing for Viessmann Zweite Beteiligungs B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (“Viessmann New LP”) which, following an internal reorganization, has succeeded Viessmann Old LP—as the managing limited partner of Viessmann Group KG.

The purpose of this Amendment is to report that, as a result of an internal reorganization and pursuant to that certain Contribution Agreement dated November 12, 2024 by and between Viessmann Group KG and Viessmann HoldCo (the “Contribution Agreement”), Viessmann Group KG transferred an additional 2,930,448 shares of Common Stock to Viessmann HoldCo in the form of a contribution to the capital of Viessmann HoldCo. The internal reorganization resulted in no change to the aggregate number of shares of Common Stock beneficially owned by the Reporting Persons.

Except as specifically provided herein, this Amendment does not modify any of the information previously reported on the Schedule 13D. All disclosure in respect of items contained in the Schedule 13D where no new information is provided for such item in this Amendment is incorporated herein by reference. Capitalized terms not otherwise defined in this Amendment shall have the same meanings ascribed thereto in the Schedule 13D.

Item 2. Identity and Background

Item 2 of the Schedule 13D is hereby amended and restated as follows:

This Schedule 13D is being filed by Viessmann Group KG, Viessmann GP, Viessmann Old LP, Viessmann New LP, Maximilian Viessmann and Viessmann HoldCo. Each of the foregoing is referred to herein as a “Reporting Person” and collectively as the “Reporting Persons.”

The principal business address for Viessmann Group KG, Viessmann GP, Viessmann Old LP, Viessmann New LP and Maximilian Viessmann is Im Birkenried 1, 35088 Battenberg (Eder), Germany. The principal business address for Viessmann HoldCo is Luisenstraße 14, 80333 München, Germany.

Viessmann Group KG is an independent family holding company and a global group that invests in a diversified range of businesses on behalf of the Viessmann family. Viessmann GP is the sole general partner of Viessmann Group KG. Viessmann New LP has succeeded Viessmann Old LP as the managing limited partner of Viessmann Group KG. Maximilian Viessmann is a director, the President and Chief Executive Officer and the controlling stockholder of each of Viessmann GP, Viessmann Old LP and Viessmann New LP. Viessmann HoldCo is a direct wholly owned subsidiary of Viessmann Group KG. As such, Mr. Viessmann is in a position indirectly to determine the investment and voting decisions made by each of Viessmann GP, Viessmann Old LP, Viessmann New LP, Viessmann Group KG and Viessmann HoldCo. Mr. Viessmann’s present principal occupation is as Chief Executive Officer of Viessmann Group KG.

In accordance with the provisions of General Instruction C to Schedule 13D, information concerning the name, business address, citizenship and present principal occupation or employment (and the name, principal business and address of any corporation or other organization in which such employment is conducted) of each director and executive officer of Viessmann HoldCo, Viessmann Group KG, Viessmann GP, Viessmann Old LP and Viessmann New LP (collectively, the “Covered Persons”), as required by Item 2 of Schedule 13D, is set forth in Schedule I hereto and is incorporated by reference herein. Each of the Covered Persons other than Mr. Viessmann expressly disclaims beneficial ownership of any shares of Common Stock held by any of the Reporting Persons.

During the last five years the Reporting Persons have not and, to the knowledge of the Reporting Persons, without independent verification, none of the Covered Persons identified on Schedule I hereto has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

The Reporting Persons have executed a joint filing agreement, dated November 13, 2024, with respect to the joint filing of the Schedule 13D and any amendment or amendments hereto, the full text of which is filed as Exhibit 99.1 hereto and incorporated herein by reference.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Schedule 13D is hereby amended and supplemented by adding the following paragraph at the end thereof:

On November 12, 2024, Viessmann Group KG and Viessmann Holdco entered into the Contribution Agreement, pursuant to which Viessmann Group KG transferred an additional 2,930,448 shares of Common Stock to Viessmann HoldCo in the form of a contribution to the capital of Viessmann HoldCo.

Item 5: Interest in Securities of the Issuer

Item 5(a)-(b) of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a)-(b) As of November 13, 2024, the Reporting Persons may be deemed to have beneficially owned an aggregate of 58,608,959 shares of Common Stock, representing approximately 6.53% of the total outstanding shares of Common Stock (such percentage is calculated based on 897,227,361 shares of Common Stock outstanding as of October 15, 2024 according to the Issuer’s quarterly report on Form 10-Q for the three and nine months ended September 30, 2024 filed with the SEC on October 25, 2024). As of November 13, 2024, Viessmann Group KG was the record and beneficial owner of 17,582,688 shares of Common Stock and Viessmann HoldCo was the record and beneficial owner of 41,026,271 shares of Common Stock. Following an internal reorganization, Viessmann New LP has succeeded Viessmann Old LP as the managing limited partner of Viessmann Group KG. Each of Viessmann GP, as the sole general partner of Viessmann Group KG, Viessmann New LP, as the new managing limited partner of Viessmann Group KG, and Mr. Viessmann, as the director and controlling stockholder of each of Viessmann GP and Viessmann New LP, may be deemed to be the beneficial owner of the shares of Common Stock held by each of Viessmann Group KG and Viessmann HoldCo. In addition, Viessmann Group KG, as the sole stockholder of Viessmann HoldCo, may be deemed to be the beneficial owner of the shares of Common Stock held by Viessmann HoldCo. Following the internal reorganization, Viessmann Old LP is no longer deemed to be the beneficial owner of the shares of Common Stock held by each of Viessmann Group KG and Viessmann HoldCo.

As of November 13, 2024, none of the Covered Persons identified on Schedule I hereto beneficially owned any shares of Common Stock. Each of the Covered Persons other than Mr. Viessmann expressly disclaims beneficial ownership of any shares of Common Stock held by any of the Reporting Persons.

Item 6: Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following paragraph at the end thereof:

Contribution Agreement

On November 12, 2024, Viessmann Group KG and Viessmann HoldCo entered into the Contribution Agreement, pursuant to which Viessmann Group KG transferred an additional 2,930,448 shares of Common Stock to Viessmann HoldCo in the form of a contribution to the capital of Viessmann HoldCo.

Item 7: Material to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and restated in its entirety as follows:

- Exhibit 99.1 [Joint Filing Agreement, dated as of November 13, 2024, by and among Viessmann Traeger HoldCo GmbH \(previously known as Johanna 391 Vermögensverwaltungs GmbH\), Viessmann Generations Group GmbH & Co. KG \(previously known as Viessmann Group GmbH & Co. KG\), Viessmann Komplementär B.V., Viessmann Beteiligungs AG, Viessmann Zweite Beteiligungs B.V. and Maximilian Viessmann.](#)
- Exhibit 99.2 [Share Purchase Agreement, dated as of April 25, 2023, by and among Carrier Global Corporation, Blitz F23-620 GmbH \(subsequently renamed Johann Purchaser GmbH\) and Viessmann Group GmbH & Co. KG \(incorporated by reference to Exhibit 99.2 to the Original Schedule 13D\).](#)
- Exhibit 99.3 [Post-Closing Amendment to Share Purchase Agreement, dated as of January 2, 2024, by and among Carrier Global Corporation, Johann Purchaser GmbH and Viessmann Group GmbH & Co. KG. \(incorporated by reference to Exhibit 99.3 to the Original Schedule 13D\).](#)
- Exhibit 99.4 [Investor Rights Agreement, dated as of January 2, 2024, by and among Carrier Global Corporation and Viessmann Group GmbH & Co. KG \(incorporated by reference to Exhibit 99.4 to the Original Schedule 13D\).](#)
- Exhibit 99.5 [License Agreement, dated as of January 2, 2024, by and among Carrier Global Corporation, Viessmann Group GmbH & Co. KG and Carrier Innovative Technologies GmbH \(incorporated by reference to Exhibit 99.5 to the Original Schedule 13D\).](#)
- Exhibit 99.6 [Transitional Services Agreement, dated as of January 2, 2024, by and among Carrier Global Corporation, Viessmann Climate Solutions SE and Viessmann Group GmbH & Co. KG. \(incorporated by reference to Exhibit 99.6 to the Original Schedule 13D\).](#)
- Exhibit 99.7 [Limited Power of Attorney of Maximilian Viessmann, dated as of November 13, 2024.](#)
- Exhibit 99.8 [Contribution Agreement, dated as of March 21, 2024, by and among Viessmann Group GmbH & Co. KG and Johanna 391 Vermögensverwaltungs GmbH \(subsequently renamed to Viessmann Traeger HoldCo GmbH\) \(incorporated by reference to Exhibit 99.8 to the Amendment No. 1\).](#)
- Exhibit 99.9 [Contribution Agreement, dated as of November 12, 2024, by and among Viessmann Generations Group GmbH & Co. KG and Viessmann Traeger HoldCo GmbH.](#)

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 13, 2024

VISSMANN GENERATIONS GROUP GMBH & CO. KG

By: Viessmann Komplementär B.V.,
its sole general partner

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: President and Chief Executive Officer

VISSMANN KOMPLEMENTÄR B.V.

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: President and Chief Executive Officer

VISSMANN BETEILIGUNGS AG

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: President and Chief Executive Officer

VISSMANN ZWEITE BETEILIGUNGS B.V.

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: President and Chief Executive Officer

/s/ Maximilian Viessmann

MAXIMILIAN VISSMANN

VISSMANN TRAEGER HOLDCO GMBH

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: Managing Directortna

EXHIBIT INDEX

- Exhibit 99.1 [Joint Filing Agreement, dated as of November 13, 2024, by and among Viessmann Traeger HoldCo GmbH \(previously known as Johanna 391 Vermögensverwaltungs GmbH\), Viessmann Generations Group GmbH & Co. KG \(previously known as Viessmann Group GmbH & Co. KG\), Viessmann Komplementär B.V., Viessmann Beteiligungs AG, Viessmann Zweite Beteiligungs B.V. and Maximilian Viessmann.](#)
- Exhibit 99.2 [Share Purchase Agreement, dated as of April 25, 2023, by and among Carrier Global Corporation, Blitz F23-620 GmbH \(subsequently renamed Johann Purchaser GmbH\) and Viessmann Group GmbH & Co. KG \(incorporated by reference to Exhibit 99.2 to the Original Schedule 13D\).](#)
- Exhibit 99.3 [Post-Closing Amendment to Share Purchase Agreement, dated as of January 2, 2024, by and among Carrier Global Corporation, Johann Purchaser GmbH and Viessmann Group GmbH & Co. KG. \(incorporated by reference to Exhibit 99.3 to the Original Schedule 13D\).](#)
- Exhibit 99.4 [Investor Rights Agreement, dated as of January 2, 2024, by and among Carrier Global Corporation and Viessmann Group GmbH & Co. KG \(incorporated by reference to Exhibit 99.4 to the Original Schedule 13D\).](#)
- Exhibit 99.5 [License Agreement, dated as of January 2, 2024, by and among Carrier Global Corporation, Viessmann Group GmbH & Co. KG and Carrier Innovative Technologies GmbH \(incorporated by reference to Exhibit 99.5 to the Original Schedule 13D\).](#)
- Exhibit 99.6 [Transitional Services Agreement, dated as of January 2, 2024, by and among Carrier Global Corporation, Viessmann Climate Solutions SE and Viessmann Group GmbH & Co. KG. \(incorporated by reference to Exhibit 99.6 to the Original Schedule 13D\).](#)
- Exhibit 99.7 [Limited Power of Attorney of Maximilian Viessmann, dated as of November 13, 2024.](#)
- Exhibit 99.8 [Contribution Agreement, dated as of March 21, 2024, by and among Viessmann Group GmbH & Co. KG and Johanna 391 Vermögensverwaltungs GmbH \(subsequently renamed to Viessmann Traeger HoldCo GmbH\) \(incorporated by reference to Exhibit 99.8 to the Amendment No. 1\).](#)
- Exhibit 99.9 [Contribution Agreement, dated as of November 12, 2024, by and among Viessmann Generations Group GmbH & Co. KG and Viessmann Traeger HoldCo GmbH.](#)
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SCHEDULE I

In accordance with the provisions of General Instruction C to Schedule 13D, the name of each director and executive officer of each of Viessmann Generations Group GmbH & Co. KG (previously known as Viessmann Group GmbH & Co. KG), Viessmann Komplementär B.V., Viessmann Zweite Beteiligungs B.V., and Viessmann Traeger HoldCo GmbH (previously known as Johanna 391 Vermögensverwaltungs GmbH), together with their citizenship and present principal occupation or employment (and the name, principal business and address of any corporation or other organization in which such employment is conducted), is set forth below.

The principal business address for each person listed below is Im Birkenried 1, 35088 Battenberg (Eder), Germany, unless otherwise indicated.

VISSMANN GENERATIONS GROUP GMBH & CO. KG

Viessmann Generations Group GmbH & Co. KG is managed by Viessmann Komplementär B.V., its sole managing partner. The name of each director and executive officer of Viessmann Komplementär B.V. is set out below.

VISSMANN KOMPLEMENTÄR B.V.

Name	Citizenship	Present Principal Occupation or Employment and Principal Address of Corporation in which Employment is Conducted
Maximilian Viessmann	Germany	President and Chief Executive Officer, Viessmann Group
Frauke von Polier	Germany	Chief People Officer, Viessmann Group
Boris Scukanec Hopinski	Croatia	Chief Operating Officer, Viessmann Group
Prof. Dr. Martin Viessmann	Germany	Professional board member
Prof. Dr. Thomas Rödder	Germany	Tax Advisor and Partner, Flick Gocke Schaumburg, Bonn, Fritz-Schäffer-Straße 1, 53113 Bonn, Germany
Dr. Albert Christmann	Germany	Chairman and General Partner, Dr. August Oetker KG, Friedrich-List-Str. 5, 33617 Bielefeld, Germany
Madeleine Jahr	Germany	Managing Director, Houlihan Lokey, Marienturm, Taunusanlage 9-10, 60329 Frankfurt am Main, Germany
Dr. Dieter Heuskel	Germany	Professional board member
Peter Berthold Leibinger	Germany	Professional board member

VISSMANN BETEILIGUNGS AG

Name	Citizenship	Present Principal Occupation or Employment and Principal Address of Corporation in which Employment is Conducted
Maximilian Viessmann	Germany	President and Chief Executive Officer, Viessmann Group
Frauke von Polier	Germany	Chief People Officer, Viessmann Group
Boris Scukanec Hopinski	Croatia	Chief Operating Officer, Viessmann Group
Prof. Dr. Martin Viessmann	Germany	Professional board member
Prof. Dr. Thomas Rödder	Germany	Tax Advisor and Partner, Flick Gocke Schaumburg, Bonn, Fritz-Schäffer-Straße 1, 53113 Bonn, Germany
Dr. Albert Christmann	Germany	Chairman and General Partner, Dr. August Oetker KG, Friedrich-List-Str. 5, 33617 Bielefeld, Germany
Madeleine Jahr	Germany	Managing Director, Houlihan Lokey, Marienturm, Taunusanlage 9-10, 60329 Frankfurt am Main, Germany
Dr. Dieter Heuskel	Germany	Professional board member
Dr. Christophe Sarasin	Switzerland	Partner, Fromer Rechtsanwälte, St. Jakobs-Strasse 7, 4052 Basel, Switzerland

VISSMANN ZWEITE BETEILIGUNGS B.V.

Name	Citizenship	Present Principal Occupation or Employment and Principal Address of Corporation in which Employment is Conducted
Maximilian Viessmann	Germany	President and Chief Executive Officer, Viessmann Group

VISSMANN TRAEGER HOLDCO GMBH

Name	Citizenship	Present Principal Occupation or Employment and Principal Address of Corporation in which Employment is Conducted
Maximilian Viessmann	Germany	President and Chief Executive Officer, Viessmann Group
Dr. Hans-Jörg Hart	Germany	Managing Director, Viessmann Traeger HoldCo GmbH
Boris Scukanec Hopinski	Croatia	Chief Operating Officer, Viessmann Group

JOINT FILING AGREEMENT

Each of the undersigned hereby agrees that the Schedule 13D, dated November 13, 2024, with respect to the common stock, par value \$0.01 per share, of Carrier Global Corporation (the "Schedule 13D") is, and any and all subsequent amendments thereto shall be, filed on behalf of each of the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, and that this Joint Filing Agreement shall be included as an exhibit to the Schedule 13D and any amendments thereto. Each of the undersigned agrees to be responsible for the timely filing of any amendments to the Schedule 13D, and for the completeness and accuracy of the information concerning itself contained therein, but shall not be responsible for the completeness and accuracy of the information concerning any other party hereto or thereto, except to the extent that it knows or has reason to believe that such information is inaccurate. This Joint Filing Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Joint Filing Agreement has been executed and delivered by each of the undersigned as of November 13, 2024.

VISSMANN GENERATIONS GROUP GMBH & CO. KG

By: Viessmann Komplementär B.V.,
its sole general partner

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: President and Chief Executive Officer

VISSMANN KOMPLEMENTÄR B.V.

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: President and Chief Executive Officer

VISSMANN BETEILIGUNGS AG

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: President and Chief Executive Officer

VISSMANN ZWEITE BETEILIGUNGS B.V.

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: President and Chief Executive Officer

/s/ Maximilian Viessmann
MAXIMILIAN VIESSMANN

VIESSMANN TRAEGER HOLDCO GMBH

By: /s/ Maximilian Viessmann
Name: Maximilian Viessmann
Title: President and Chief Executive Officer

LIMITED POWER OF ATTORNEY

The undersigned does hereby make, constitute, and appoint each of Ole Oldenburg and Nadja Hanuschkiewitz, acting individually with full power of substitution, as the undersigned's true and lawful attorney-in-fact, to act for the undersigned and in the undersigned's name, place and stead, to:

- (a) prepare, execute, deliver, and file, for and on behalf of the undersigned, including in the undersigned's capacity as a director, officer or authorized person of Viessmann Komplementär B.V., Viessmann Zweite Beteiligungs B.V. or any of their respective subsidiaries, any and all agreements, forms and other documents, and any amendments thereto, that may be required as a result of or in connection with the undersigned's obligations (or the obligations of Viessmann Komplementär B.V., Viessmann Zweite Beteiligungs B.V. or any of their respective subsidiaries) under the Securities Exchange Act of 1934 (the "1934 Act"), as amended, including Sections 13 and 16 thereunder, or any other U.S. federal or state securities laws;
- (b) do and perform any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any federal and state securities laws filings, including Schedules 13D and 13G and Forms 3, 4, and 5 in accordance with Sections 13(d) and 16(a) of the 1934 Act, to complete and execute any amendment or amendments thereto, and to timely file such forms with the U.S. Securities and Exchange Commission and the securities administrators of any state or territory of the United States; and
- (c) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

Any agreement, form or other document executed in the name of the undersigned by any attorney-in-fact named above in accordance with this Limited Power of Attorney shall fully bind and commit the undersigned and all other parties to such documents may rely upon the execution thereof by such attorney-in-fact as if executed by the undersigned and as the true and lawful act of the undersigned, and the undersigned hereby ratifies and confirms all that any such attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming any of the undersigned's responsibilities (or the responsibilities of Viessmann Komplementär B.V., Viessmann Zweite Beteiligungs B.V. or any of their respective subsidiaries) to comply with U.S. federal and state securities laws.

This Limited Power of Attorney shall automatically terminate as to the authority of any attorney-in-fact named above in the event of such attorney-in-fact's resignation or termination as an officer or employee of Viessmann Komplementär B.V., Viessmann Zweite Beteiligungs B.V. or any of their respective subsidiaries; however, any such resignation or termination shall have no effect on any agreement, form or other document duly executed by such attorney-in-fact prior to such resignation or termination. In addition, the undersigned may terminate or revoke this Limited Power of Attorney at any time; provided that such termination shall have no effect on any agreement, form or other document duly executed by any attorney-in-fact hereunder prior to such termination or revocation.

IN WITNESS WHEREOF, this Limited Power of Attorney has been executed and delivered by the undersigned as of November 13, 2024.

/s/ Maximilian Viessmann

MAXIMILIAN VIESSMANN

CONTRIBUTION AGREEMENT

**Einlage- und
Abtretungsvertrag**

zwischen

der **Viessmann Generations Group
GmbH & Co. KG**
mit Sitz in Battenberg (Eder)
(Amtsgericht Marburg, HRA 3389)
(die „**Group KG**“)

und

der **Viessmann Traeger HoldCo GmbH**
mit Sitz in Battenberg (Eder)
(Amtsgericht Marburg, HRB 8493)
(die „**HoldCo**“)

vom 12. November 2024

**I.
Vorbemerkung**

- (1) Die CARRIER GLOBAL CORPORATION ist eine nach dem Recht des Bundesstaates Delaware, U.S.A., errichtete Kapitalgesellschaft (*corporation*) mit Aktennummer (*file number*) 7286518 und mit Hauptsitz der Geschäftsführung (*principal executive offices*) in 13995 Pasteur Boulevard, Palm Beach Gardens, Florida 33418, U.S.A. („**Carrier**“).

**Contribution and Transfer
Agreement**

by and between

**Viessmann Generations Group
GmbH & Co. KG**
with registered office in Battenberg (Eder)
(local court of Marburg, HRA 3389)
(“**Group KG**”)

and

Viessmann Traeger HoldCo GmbH
with registered office in Battenberg (Eder)
(local court of Marburg, HRB 8493)
(“**HoldCo**”)

of 12 November 2024

**I.
Recitals**

- (1) CARRIER GLOBAL CORPORATION is a corporation incorporated under the laws of Delaware, U.S.A., with file number: 7286518, with its principal executive offices located at 13995 Pasteur Boulevard, Palm Beach Gardens, Florida 33418, U.S.A. (“**Carrier**”).

- (2) Die Group KG hält 20.513.136 voll eingezahlte, auf den Namen lautende Aktien (*common shares*) der Carrier mit einem Nominalwert (*par value*) von je USD 0,01 (Gesamtnominalwert: USD 205.131,36) (zusammen die „**Carrier-Aktien**“).
- (3) Die Group KG ist die alleinige Gesellschafterin der HoldCo. Die Group KG beabsichtigt, von ihren Carrier-Aktien einen Teil, nämlich 2.930.448 (Gesamtnominalwert: USD 29.304,48) (die „**Ziel-Aktien**“) ohne Gegenleistung zur Stärkung des Eigenkapitals der HoldCo als sonstige freiwillige Zuzahlung in das Eigenkapital gem. § 272 Abs. 2 Nr. 4 HGB in die HoldCo einzulegen und an diese abzutreten.

**II.
Einlage- und
Abtretungsvertrag**

**§ 1
Einlage und Abtretung**

- 1.1 Die Group KG legt hiermit die Ziel-Aktien mit sofortiger wirtschaftlicher Wirkung (der „**Stichtag**“) in die HoldCo ein. Das bedeutet, dass alle wirtschaftlichen Chancen und Risiken der Ziel-Aktien mit sofortiger Wirkung auf die HoldCo übergehen. Die Group KG wird ab dem Stichtag bis zum dinglichen Übergang der Aktien (§ 1.2) alle Rechte, insbesondere die Stimmrechte, und Verpflichtungen, die mit den Ziel-Aktien verbunden sind, ausschließlich auf Anweisung der HoldCo ausüben bzw. die HoldCo wird die Group KG im Innenverhältnis von Verpflichtungen freistellen. Eine anderweitige Verfügung über die Ziel-Aktien durch die Group KG ist ab sofort unzulässig.

- (2) Group KG holds 20,513,136 fully paid registered common shares, par value USD 0.01 (total par value: USD 205,131.36), in Carrier (the “**Carrier Shares**”).
- (3) Group KG is the sole shareholder of HoldCo. Group KG intends to contribute a portion of its Carrier Shares, namely 2,930,448 (total par value: USD 29,304.48) (the "**Target Shares**") to HoldCo as a voluntary additional payment into the equity capital of HoldCo pursuant to Sec. 272(2) no. 4 of the German Commercial Code (*Handelsgesetzbuch* – “**HGB**”), without consideration, to strengthen HoldCo's equity capital and to transfer the Target Shares to HoldCo.

**II.
Contribution and Transfer
Agreement**

**§ 1
Contribution and Transfer**

- 1.1 Group KG hereby contributes the Target Shares to HoldCo with immediate economic effect (“**Effective Date**”). This means that all economic opportunities and risks of the Target Shares are transferred to HoldCo with immediate effect. From the Effective Date until the transfer *in rem* of the shares (§ 1.2), Group KG will exercise all rights, in particular the voting rights, and obligations associated with the Target Shares exclusively on the instructions of HoldCo or HoldCo will indemnify Group KG internally from obligations. Any other disposal of the Target Shares by Group KG is not permitted as of now.

- 1.2 Die Group KG tritt hiermit die Ziel-Aktien mit dinglicher Wirkung auf den Zeitpunkt, zu dem die Eintragung des Übergangs der Ziel-Aktien in den Büchern der Computershare Trust Company, N.A., als Übertragungsstelle (*transfer agent*) von Carrier vollzogen wird, an die HoldCo ab.
- 1.2 Group KG hereby transfers the Target Shares to HoldCo with effect *in rem* on the date on which the transfer of the Target Shares is recorded in the books of Computershare Trust Company, N.A., as Carrier's transfer agent.
- 1.3 Die Abtretung der Ziel-Aktien nach diesem Einlage- und Abtretungsvertrag erfolgt mit allen Rechten, insbesondere den Stimmrechten, und Verpflichtungen, die mit den Ziel-Aktien verbunden sind, soweit in diesem Vertrag nicht ausdrücklich etwas anderes geregelt ist. Insbesondere umfasst die Abtretung die Dividendenansprüche aus den Ziel-Aktien bzgl. der Gewinne des laufenden Geschäftsjahres sowie vergangener Geschäftsjahre der Carrier, soweit sie nicht bereits ausgeschüttet wurden oder ihre Ausschüttung vor dem Stichtag (§ 1.1) beschlossen worden ist. § 101 BGB wird ausgeschlossen.
- 1.3 The transfer of the Target Shares pursuant to this Contribution and Transfer Agreement includes the transfer of all rights, especially the voting rights, and obligations pertaining thereto, unless expressly provided otherwise in this Agreement. In particular, the transfer includes the dividend rights from the Target Shares with regard to the profits of the current financial year and previous financial years of Carrier, unless they have already been distributed or their distribution has been resolved prior to the Effective Date (§ 1.1). Sec. 101 of the German Civil Code (*Bürgerliches Gesetzbuch* – "**BGB**") is excluded.
- 1.4 Die HoldCo nimmt die Einlage und Abtretung der Ziel-Aktien nach Maßgabe der vorstehenden Absätze 1.1, 1.2 und 1.3 hiermit an.
- 1.4 HoldCo hereby accepts the contribution and transfer of the Target Shares according to the preceding paragraphs 1.1, 1.2 and 1.3.
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§ 2
Keine Gegenleistung

Die Abtretung gemäß § 1 dieses Vertrages erfolgt, wie in Ziff. (3) der Vorbemerkung näher beschrieben, ohne Gegenleistung als sonstige freiwillige Zuzahlung der Group KG in das Eigenkapital der HoldCo gem. § 272 Abs. 2 Nr. 4 HGB. Eine Gegenleistung wird der Group KG jeweils nicht gewährt.

§ 3
Handelsbilanzieller
Wertansatz

Die nach § 1 dieses Vertrags abgetretenen Ziel-Aktien sind bei der HoldCo für handelsbilanzielle Zwecke in der Kapitalrücklage gemäß § 272 Abs. 2 Nr. 4 HGB zu erfassen. Der handelsbilanzielle Wertansatz erfolgt auf Basis der handelsrechtlichen Anschaffungskosten der Ziel-Aktien, wie sie von der Group KG getragen wurden.

§ 2
No Consideration

The transfer pursuant to § 1 of this Agreement shall be made without consideration as a voluntary additional payment (*andere freiwillige Zuzahlung*) by Group KG into the equity of HoldCo pursuant to Sec. 272(2) no. 4 HGB, as described in more detail in item (3) of the recitals. No consideration is granted to Group KG.

§ 3
Commercial Accounting Valuation

The Target Shares transferred pursuant to § 1 of this Agreement are to be recognized by HoldCo in the capital reserve for commercial accounting purposes in accordance with Sec. 272(2) no. 4 HGB. The commercial balance sheet valuation is based on the acquisition costs of the Target Shares under commercial law as borne by the Group KG.

§ 4
Haftung

- 4.1 Die Group KG versichert der HoldCo in Bezug auf die Ziel-Aktien in der Form eines selbständigen Garantieversprechens (§ 311 Abs. 1 BGB), dass die folgenden Aussagen am Stichtag (§ 1.1) und beim dinglichen Übergang der Aktien (§ 1.2) zutreffend sind:
- 4.1.1 dass sie alleinige Inhaberin der Ziel-Aktien ist;
 - 4.1.2 sie über die Ziel-Aktien frei verfügen kann;
 - 4.1.3 die Ziel-Aktien frei von dinglichen Rechten Dritter und auch nicht Gegenstand von An-, Vorkaufs- oder sonstigen obligatorischen Rechten Dritter sind;
 - 4.1.4 die Ziel-Aktien voll eingezahlt sind, die hierauf geleisteten Einlagen weder offen noch verdeckt zurückgewährt wurden und diese Aktien frei von Nachzahlungs-, Nebenleistungs- oder sonstigen Verpflichtungen oder Beschränkungen sind;

§ 4
Liability

- 4.1 Group KG guarantees HoldCo in relation to the Target Shares in the form of an independent guarantee promise (*selbständiges Garantieverprechen*) (Sec. 311(1) BGB) that the following statements are correct at the Effective Date (§ 1.1) and when the Target Shares are transferred *in rem* (§ 1.2):
- 4.1.1 it is the sole owner of the Target Shares;
 - 4.1.2 it can freely dispose of the Target Shares;
 - 4.1.3 the Target Shares are free from third-party rights *in rem* and are also not subject to third-party rights of purchase, pre-emption, or other obligatory rights;
 - 4.1.4 the Target Shares are fully paid, the contributions made on them have not been repaid either openly or covertly and these shares are free of any obligations or restrictions to make subsequent payments, ancillary payments or other obligations or restrictions;
-

4.1.5 Für das Angebot und die Einlage der Ziel-Aktien durch die Group KG an bzw. in die HoldCo in der in diesem Einlage- und Abtretungsvertrag vorgesehenen Weise ist keine Registrierung nach dem Securities Act von 1933 in seiner jeweils gültigen Fassung (der "**Securities Act**") erforderlich. Die Ziel-Aktien (i) wurden der HoldCo nicht durch eine allgemeine Aufforderung oder eine allgemeine Werbung angeboten und (ii) werden der HoldCo nicht in einer Weise angeboten, die ein öffentliches Angebot gemäß dem Securities Act oder den Wertpapiergesetzen einer anwendbaren Rechtsordnung darstellt, oder in einer Weise vertrieben, die gegen eines dieser Gesetze verstößt. Weder die Group KG noch irgendeine in ihrem Namen handelnde Person hat in Verbindung mit einem Angebot oder Verkauf der Ziel-Aktien irgendeine Form von allgemeiner Aufforderung ausgesprochen oder allgemeiner Werbung gemacht, jeweils im Sinne von Regulation D des Securities Act, oder wird dies tun. Weder die Group KG noch irgendeine in ihrem Namen handelnde Person hat irgendeine Maßnahme ergriffen oder wird irgendeine Maßnahme ergreifen, die die Ausgabe oder den Verkauf der Ziel-Aktien den Registrierungserfordernissen von Section 5 des Securities Act oder von Wertpapier- oder Blue-Sky-Gesetzen einer anwendbaren Rechtsordnung unterwerfen würde.

4.2 Die Group KG haftet für die ordnungsgemäße Erfüllung der Einlagepflicht sowie für den rechtsmangelfreien Erwerb der Ziel-Aktien. Eine Haftung wegen Vorsatz und Arglist bleibt stets unberührt.

4.3 Die HoldCo versichert der Group KG in Bezug auf die Ziel-Aktien in der Form eines selbständigen Garantieversprechens (§ 311 Abs. 1 BGB), dass:

4.1.5 No registration under the Securities Act of 1933, as amended (the "**Securities Act**") is required for the offer and contribution of the Target Shares by Group KG to HoldCo in the manner contemplated by this Contribution and Transfer Agreement. The Target Shares (i) were not offered to HoldCo by any form of general solicitation or general advertising and (ii) are not being offered to HoldCo in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or the securities laws of any applicable jurisdiction. Neither Group KG nor any person acting on its behalf has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) in connection with any offer or sale of the Target Shares, or has taken, or will take, any action that would subject the issuance or sale of the Target Shares to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction.

4.2 Group KG is liable for the proper fulfillment of the contribution obligation and for the acquisition of the Target Shares free of legal defects. Liability for intent and fraudulent conduct always remains unaffected.

4.3 HoldCo guarantees Group KG in relation to the Target Shares in the form of an independent guarantee promise (*selbständiges Garantieversprechen*) (Sec. 311(1) BGB) that:

4.3.1 sie versteht, dass die Ziel-Aktien im Rahmen einer Transaktion angeboten werden, die kein öffentliches Angebot im Sinne des Securities Act darstellt, und dass die Ziel-Aktien nicht gemäß dem Securities Act oder den Wertpapiergesetzen einer anwendbaren Rechtsordnung registriert wurden. Die HoldCo versteht, dass es sich bei den Ziel-Aktien um „*restricted securities*“ (im Sinne von Rule 144 des Securities Act) handelt, die ohne eine wirksame Registrierungserklärung nach dem Securities Act nicht weiterverkauft, übertragen, verpfändet oder anderweitig veräußert werden dürfen, außer (i) an Carrier oder eine Tochtergesellschaft von Carrier, (ii) an Nicht-US-Personen im Rahmen von Angeboten und Verkäufen, die im Rahmen einer „Offshore-Transaktion“, wie definiert in und unter den Voraussetzungen von Regulation S des Securities Act, erfolgen, (iii) gemäß Rule 144 des Securities Act, sofern deren sämtliche anwendbaren Bedingungen erfüllt sind, oder (iv) gemäß einer anderen anwendbaren Befreiung von den Registrierungsanforderungen des Securities Act, jeweils in Übereinstimmung mit den anwendbaren Wertpapiergesetzen eines Bundesstaates der Vereinigten Staaten oder einer anderen anwendbaren Rechtsordnung, und dass die Buchungsbelege (*book-entry records*), die die Ziel-Aktien repräsentieren, eine entsprechende Kennzeichnung enthalten;

4.3.1 it understands that the Target Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Target Shares have not been registered under the Securities Act or the securities laws of any applicable jurisdiction. HoldCo understands that the Target Shares are “restricted securities” (as defined in Rule 144 under the Securities Act) and may not be resold, transferred, pledged or otherwise disposed of absent an effective registration statement under the Securities Act, except (i) to Carrier or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur in an “offshore transaction” as defined in, and meeting the requirements of, Regulation S under the Securities Act, (iii) pursuant to Rule 144 under the Securities Act, provided that all of the applicable conditions thereof have been met or (iv) pursuant to another applicable exemption from the registration requirements of the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States or other applicable jurisdiction, and that the book-entry records representing the Target Shares shall contain a legend to such effect;

- 4.3.2 sie von der Absicht der Group KG, die Ziel-Aktien anzubieten, ausschließlich durch direkten Kontakt zwischen ihr und der Group KG erfahren hat. Die HoldCo hat von dem Angebot der Ziel-Aktien nicht auf andere Weise erfahren. Sie wurden ihr auch nicht auf andere Weise angeboten.
- 4.4 Sowohl die Group KG als auch die HoldCo erkennen an und erklären sich damit einverstanden, dass (i) die Ziel-Aktien Gegenstand des Investor Rights Agreements vom 2. Januar 2024 zwischen Carrier und der Group KG (das „**Investor Rights Agreement**“) sind, (ii) die Buchungsbelege (*book-entry records*), die die Ziel-Aktien repräsentieren, eine entsprechende Kennzeichnung enthalten, (iii) die HoldCo gemäß den Bestimmungen des Investor Rights Agreements verpflichtet ist, sich schriftlich zu Gunsten von Carrier den Bestimmungen des Investor Rights Agreement zu unterwerfen, und (iv) die Abtretung der Ziel-Aktien von der Group KG an die HoldCo gemäß diesem Einlage- und Abtretungsvertrag ein „Permitted Transfer“ (gemäß der Definition dieses Begriffs in dem Investor Rights Agreement) ist.
- 4.3.2 it became aware of Group KG’s intention to offer the Target Shares solely by means of direct contact between it and Group KG. HoldCo did not become aware of the offering of the Target Shares, nor were the Target Shares offered to HoldCo, by any other means.
- 4.4 Each of Group KG and HoldCo acknowledges and agrees that (i) the Target Shares are subject to that certain Investor Rights Agreement, dated as of January 2, 2024, by and between Carrier and Group KG (the “**Investor Rights Agreement**”), (ii) the book-entry records representing the Target Shares shall contain a legend to such effect, (iii) HoldCo is required, pursuant to the terms of the Investor Rights Agreement, to agree in a writing for the benefit of Carrier to be bound by the terms thereof and (iv) the transfer of the Target Shares from Group KG to HoldCo pursuant to this Contribution and Transfer Agreement is a “Permitted Transfer” (as such term is defined in the Investor Rights Agreement).
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4.5 Ansonsten enthält dieser Vertrag keine Beschaffenheitsangaben, Gewährleistungen oder Garantien hinsichtlich der Ziel-Aktien, der Carrier oder des Unternehmens der Carrier, insbesondere nicht hinsichtlich der Werthaltigkeit und Ertragsfähigkeit der Ziel-Aktien. Soweit gesetzlich zulässig, sind alle über die in diesem Vertrag geregelten Ansprüche und Rechte der HoldCo hinausgehenden Ansprüche und Rechte unabhängig von ihrer Entstehung, ihrem Umfang und ihrer rechtlichen Grundlage ausgeschlossen.

**§ 5
Rechtswahl, Sprache**

- 5.1 Dieser Vertrag unterliegt deutschem Recht.
- 5.2 Diesem Vertrag in Deutsch ist in der rechten Spalte eine englische Übersetzung beigelegt, die nicht Teil des Vertrags ist und lediglich Informationszwecken dient. Die deutsche Sprachfassung ist die allein maßgebliche und rechtlich bindende Sprachfassung. Werden in der deutschen Sprachfassung Übersetzungen von englischen Rechtsbegriffen verwendet, ist einer etwaigen Auslegung dieses Vertrags der jeweilige englische Rechtsbegriff zugrunde zu legen.

**§ 6
Schlussbestimmungen**

- 6.1 Änderungen dieses Vertrages bedürfen zu ihrer Wirksamkeit der Schriftform, soweit nicht eine strengere Form gesetzlich vorgeschrieben ist. Dies gilt auch für Änderungen dieses Absatzes.

4.5 Otherwise, this Agreement does not contain any representations, warranties or guarantees with respect to the Target Shares, Carrier or Carriers' business, in particular with respect to the value and profitability of the Target Shares. To the extent permitted by law, all claims and rights of HoldCo beyond those regulated in this Agreement are excluded, irrespective of their origin, scope and legal basis.

**§ 5
Choice of Law, Language**

- 5.1 This Agreement shall be governed by the laws of Germany.
- 5.2 This Agreement in German is accompanied by an English translation in the right-hand column, which is not part of the Agreement and is for information purposes only. The German version is the sole authoritative and legally binding version. If translations of English legal terms are used in the German language version, any interpretation of this Agreement shall be based on the respective English legal term.

**§ 6
Final Provisions**

- 6.1 Amendments to this Agreement must be made in writing to be effective, unless a stricter form is prescribed by law. This also applies to amendments to this paragraph.

6.2 Sollten einzelne oder mehrere Bestimmungen dieses Vertrages unwirksam oder undurchführbar sein oder werden oder sollte dieser Vertrag eine oder mehrere Regelungslücken enthalten, wird hierdurch die Gültigkeit der übrigen Bestimmungen dieses Vertrages nicht berührt. Statt der unwirksamen oder undurchführbaren Bestimmung soll eine Bestimmung gelten, die dem wirtschaftlichen Ergebnis der unwirksamen oder undurchführbaren Bestimmung in zulässiger Weise am nächsten kommt. Statt der lückenhaften Regelung soll eine Regelung gelten, die von den Parteien im Hinblick auf ihre wirtschaftliche Absicht getroffen worden wäre, wenn sie die Regelungslücke erkannt hätten.

6.2 Should one or more provisions of this Agreement be or become invalid or unenforceable or should this Agreement contain one or more loopholes, this shall not affect the validity of the remaining provisions of this Agreement. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic result of the invalid or unenforceable provision in a permissible manner. Instead of the incomplete provision, a provision shall apply which would have been agreed by the parties with regard to their economic intention if they had recognized the loophole.

München, den / the 12th November 2024

Für die / For **Group KG**,
vertreten durch ihre Komplementärin / represented by its general partner
Viessmann Komplementär B.V.:

/s/ Maximilian Viessmann

Maximilian Viessmann
Präsident und CEO der Komplementärin /
President and CEO of the general partner

Für die / For **HoldCo**:

/s/ Maximilian Viessmann

Maximilian Viessmann
Geschäftsführer /
Managing Director
